

7288-05

## **Communications Products Agreement**

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 6450 Sequence Drive, San Diego, CA 92121, and the City of Phoenix ("Phoenix" when referred to individually and "Customer" or "Cooperative Use Agency" as defined in Section 2), a municipal corporation duly organized and existing under the laws of the State of Arizona, enter into this Communications Products Agreement ("Agreement") effective this 2nd day of June, 2003 (the "Effective Date"), pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

### **Section 1 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over the Exhibits and any inconsistencies between the Exhibits will be resolved in the order in which they are listed below.

- |           |  |
|-----------|--|
| Exhibit A | Motorola "Software License Agreement"  |
| Exhibit B | Quantity Purchase Agreement  |
| Exhibit C | Motorola's Response to City of Phoenix Request for Proposal P03-011, Phoenix Regional Wireless Network Project, 800MHz Subscriber Equipment  |
| Exhibit D | City of Phoenix Request for Proposal P03-011, Phoenix Regional Wireless Network Project, 800MHz Subscriber Equipment, including City of Phoenix Purchasing Division General Bidding Instructions and Conditions of Purchase (Service Procurements) |
| Exhibit E | City of Phoenix Project Schedule dated as of April 24, 2003  |
| Exhibit F | List of Categories awarded to Motorola   |
| Exhibit G | Cooperative Use Agencies   |

### **Section 2 DEFINITIONS**

Capitalized terms used in this Agreement shall have the following meanings:

"Contract Price" means the total amount that is paid to Motorola by Customers for the Products, exclusive of any applicable sales or similar taxes and freight charges, over the term of this Agreement and any extensions thereof.

“Contract Release Order” means the City of Phoenix purchasing instrument.

“Cooperative Use Agency” means any agency eligible for the Special Offer Program, including the City of Phoenix, City of Mesa, all agencies listed in Exhibit G, and any other agencies that may become a party to either the City of Phoenix Regional Wireless Network (PRWN) or the City of Mesa Trunked Arizona Open Network (TOPAZ) at a future date, in which event Phoenix or Mesa will provide notice to Motorola of such fact, together with a copy of the applicable Intergovernmental Agreement (IGA).

“Customer” means the City of Phoenix, City of Mesa, Cooperative Use Agencies, and any other agencies, entities, and users that are authorized to purchase products from Motorola in accordance with this Agreement.

“Equipment” means the hardware listed in the List of Products.

“Infringement Claim” means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright, or the trademark, trade secret, or other intellectual property rights of a third party.

“Motorola Software” means Software that Motorola owns.

“Products” mean the Equipment and Software provided by Motorola under this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

“Special Offer Program” means the “special offer” pricing as provided in Exhibit C, Attachment E, Price Sheets, and allowances (excluding trade-in and programming) offered to Phoenix, Mesa, and Cooperative Use Agencies as part of the Quantity Purchase Agreement.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

**3.1 SCOPE OF WORK.** Motorola will provide, ship and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

**3.2 QUANTITY PURCHASE AGREEMENT:** Exhibit B is a Quantity Purchase Agreement with limited eligibility, as defined in the Quantity Purchase Agreement. Motorola agrees that all Products purchased under the Quantity Purchase Agreement will count, by category, toward the cumulative category totals in determining Customer's unit pricing.

**3.3 ORDER AND DELIVERY.** Shipment will be initiated upon receipt by Motorola of a Contract Release Order (CRO) or similar purchase order specifying the unit with all options and quantity of units (by category). A minimum 90-day lead time shall be provided from receipt of CRO to requested ship. Motorola agrees that time is of the essence in shipping the Products, and Motorola agrees to ship the Products on or before the shipment date specified in the CRO or the purchase order, provided Motorola is given the minimum ninety (90) days lead time. Partial shipments will not be allowed unless Customer specifically requests partial shipment and agrees to partial payments.

**3.3.1** Only the following named individuals are authorized to sign procurement documents, including purchase requests and Contract Release Orders, for Phoenix:

John Gardner	Wireless Services Manager
Bill Phillips	PRWN Project Manager
Dave Scott	Radio Shop Supervisor

**3.4 INVENTORY.** Motorola will provide purchase order and shipping inventory information to Phoenix and Mesa at the time of unit shipments from the factory. This information shall include unit make, model, serial number, software version, and audio encoder/decoder software version.

**3.4.1 COMPATIBILITY/INTEROPERABILITY.** Phoenix and Mesa will conduct testing on the radio frequency (RF) infrastructure during the technical evaluation period to determine compatibility and interoperability. This testing will include, but not be limited to: failure recovery, mobility management, multi-site simulcast operation, the ability to roam without operator or dispatcher intervention, and the ability for inter-system roaming.

**3.5 CHANGE ORDERS.** Either party may request changes within the general scope of this Agreement. All work under the Agreement will be coordinated with the parties' project managers. Neither party is obligated to perform requested changes unless both parties execute a written change order.

**3.6 TECHNOLOGY UPGRADES.** Motorola may propose adding additional products to this Agreement on the basis of technology upgrades. Phoenix and Mesa will evaluate and approve proposed technology upgrades on the basis of cost savings and enhanced value to be provided to Phoenix and Mesa.

**3.7 TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date, and continue for a period of two (2) years. Phoenix may, at its option and with Motorola's approval, extend the period of this Agreement up to three (3) additional one-year terms. Motorola will be notified in writing by Phoenix of its intent to extend the contract period at least sixty (60) calendar days prior to the expiration of the term.

**3.8 OTHER EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order other equipment or software provided it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional equipment or software. Payment is due within thirty (30) days after receipt of the invoice, and Motorola will send Customer an invoice as the additional equipment is shipped or software is licensed.

**3.9 ADDITIONAL OPTIONS.** Options and accessories for Products available under this Agreement not specifically listed in the Proposal Price Sheets are offered at the current Motorola Domestic Net User Price.

**3.10 PURCHASES BY CUSTOMER.** Each Customer will issue a Contract Release Order or purchase order (or similar purchasing document) that specifically states:

"This purchase is made pursuant to the provisions of City of Phoenix Agreement No. P-7288-05 between Motorola and the City of Phoenix. By issuing this purchase order, issuer agrees that the applicable provisions, terms and conditions of the Agreement, as well as the Software License Agreement which is Exhibit A to the Agreement, govern this purchase."

Customer will issue and send the Contract Release Order or purchase order (or similar purchasing document) directly to Motorola with a copy to:

Bill Phillips  
City of Phoenix Information Technology Department  
149 North 4<sup>th</sup> Avenue  
Phoenix, AZ 85003

Cooperative Use Agencies or other agencies utilizing this Agreement agree to execute a Software License Agreement using Motorola's then current standard form if requested by Motorola.

**3.10.1 PURCHASES BY OTHER AGENCIES.** Federal agencies, tribal entities, non-governmental entities and government entities that are not Cooperative Use Agencies, may purchase Products at Motorola's prices as provided in Exhibit C, Attachment E, Price Sheets, provided such purchases are specifically approved in writing by Motorola, which approval Motorola may withhold in its reasonable discretion. If Motorola agrees to a

purchase by a non-governmental entity, such entity must be providing emergency or other governmental functions pursuant to a contract with a State or local government and must satisfy Motorola's credit and other qualification requirements.

**3.11 MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty or, if applicable to Customer, the Quantity Purchase Agreement.

**3.12 REPLACEMENT PARTS.** Motorola shall provide replacement parts for Products for five (5) years from the date of last manufacture. Motorola shall provide replacement parts at their list prices less a 15% discount, excluding test equipment, tools, manuals and software.

Motorola, upon request from Customer, shall provide a recommended list of spare parts, together with pricing, that might be purchased by Customers that wish to perform in-house maintenance. The recommended list of spare parts will address mobile radios, portable radios, control stations, antennas, and other parts required for maintenance of the Products covered by this Agreement.

**3.13 MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement attached as Exhibit A.

## **Section 4 PERFORMANCE SCHEDULE**

If this Agreement includes the performance of services, the services will be described in a separate Statement of Work.

## **Section 5 PAYMENT OF CONTRACT PRICE**

**5.1 CONTRACT PRICE.** Except for eligibility for Special Offer Pricing under the Quantity Purchase Agreement, this Agreement does not require the purchase of a minimum number of Products; therefore, there is no absolute value for this Agreement. Motorola will submit to Customer invoices for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the receipt of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

**5.2** In the event Phoenix fails to meet the requirements of the Special Offer Program provided in the Quantity Purchase Agreement (Exhibit C, Attachment E, Price Sheets), pricing will revert to the quantity price schedule as detailed in Exhibit C, Attachment E, Price Sheets, providing unit prices based on quantities purchased per category. Phoenix will be invoiced for the price difference for all units delivered to Phoenix under this Agreement.

**5.3 OVERDUE INVOICES.** Motorola will provide Customer with written notification of overdue invoices. Beginning ten (10) business days after Customer's receipt of notification, undisputed overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola agrees that Customer is not liable at any time for any interest payments, whether imposed under this Section or by any statute, on an overdue invoice for Products that Motorola failed to ship on or before the shipment date specified in a CRO or purchase order sent to Motorola in compliance with Section 3.3, regardless of the cause for the delay in shipment, including Force Majeure.

**5.4 FREIGHT, TITLE AND RISK OF LOSS.** All freight charges will be pre-paid by Motorola and added to the invoices. Title and risk of loss to Products will pass to Customer upon delivery to Customer's designated receiving point, except that title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices. Motorola is responsible for making demurrage agreements and settlement with carriers for their shipments.

## **Section 6 SITES AND SITE CONDITIONS**

**6.1 ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

**6.2 SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites are safe, secure and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

## **Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer's designated receiving point.

## **Section 8 REPRESENTATIONS AND WARRANTIES**

**8.1 EQUIPMENT WARRANTY.** For one (1) year from the date of shipment ("Warranty Period"), Motorola warrants that the Equipment will be free from defects in materials and workmanship. Motorola warrants that Motorola is fully aware of the requirements set forth in the RFP as modified by Motorola's response and the intended

use of the Products to be provided by Motorola to the extent that they are described in the RFP and Motorola's response. Motorola warrants that the Equipment will be new and undamaged. Motorola warrants that services and Products provided under this Agreement will perform according to the specifications and requirements set forth in Motorola's proposal (Exhibit C). Any product sample provided to Phoenix and Mesa for technical evaluation shall create an express warranty that the whole of the goods shall conform to the sample or model.

**8.2 MOTOROLA SOFTWARE WARRANTY.** For one (1) year from the date of shipment, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software.

**8.3 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) damage resulting from use of the Equipment in other than its normal and customary manner; (ii) damage occurring from misuse, accident, water, or neglect (the term "misuse" refers to the operation of the Equipment and means not used in accordance with the Equipment's operation manuals and the written information on the Equipment's operation as provided by Motorola through formal training programs or other written instructions provided under this Agreement); (iii) damage occurring from improper testing, maintenance, installation, alteration, modification, or adjustment not provided or authorized by Motorola; (iv) breakage or damage to antennas unless caused directly by defects in material, installation, or workmanship; (v) Equipment which has had the serial number removed or made illegible; (vi) batteries (because they carry their own separate limited warranty); (vii) freight costs to ship Equipment to the repair depot; (viii) scratches or other cosmetic damage to Equipment surfaces that do not affect the operation of the Equipment; and (ix) normal or customary wear and tear.

**8.4 WARRANTY CLAIMS.** Before the expiration of the warranty period, Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) exercise all commercially reasonable effort to repair the defective Equipment or Motorola Software or replace it with the same or equivalent product. If Motorola, despite its reasonable efforts, is unable to repair or replace Equipment or Software, Motorola will refund the price of the defective Product. Such action will be the full extent of Motorola's liability hereunder. Repaired or replaced Product is warranted for the balance of the original applicable Warranty Period. All replaced Products or parts will become the property of Motorola.

**8.5 ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original Customer purchasing the Products and are not assignable or transferable.

**8.6 DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 9 DELAYS**

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

## **Section 10 DISPUTES**

**10.1. SETTLEMENT PREFERRED.** Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement (except for an Infringement Claim) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

**10.2. LITIGATION.** Any Infringement Claim and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation shall then be submitted by either party to a court of competent jurisdiction in the State of Arizona. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.



10.3. CONTINUATION DURING DISPUTES. Both parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

## **Section 11 DEFAULT AND TERMINATION**

If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. If a termination for cause by Phoenix is later determined to have been wrongful or improper for any reason, such termination shall, at Phoenix's option, be deemed to be converted to a termination for convenience.

11.1 TERMINATION FOR CONVENIENCE. Customer reserves the right to terminate any resulting order, and Phoenix reserves the right to terminate this Agreement upon thirty (30) days' written notice. Phoenix may exercise the reserved right to terminate for convenience even if Motorola has not failed to perform any part of this Agreement and Phoenix is then in default. If Phoenix is in default for non-payment on the date of termination for convenience, Phoenix shall cure the non-payment default within a reasonable time. If there is a termination for convenience, Customer will be liable for Product delivered to the date of such termination, and for reasonable costs associated with cancellation of subcontracts, services actually completed, and, if applicable, for the abrupt termination of the Agreement. Customer will be responsible only for those standard items, which have been delivered. Title to all materials, work-in-process and completed but undelivered goods will pass to Customer after such costs are claimed and allowed. Motorola shall submit detailed cost claims in an acceptable manner and shall permit Customer to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

## **Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any

such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to the Software License Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof.

### **Section 13 LIMITATION OF LIABILITY**

Except for (1) personal injury or death, (2) damage to or loss of tangible personal property, or (3) Infringement Claims, Motorola's total liability, regardless of when the claim or action for damages arises and whether the claim or action is for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the actual damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** The types of damages described in exceptions (1) through (3) above shall not be deemed to be "special," "incidental," "indirect," or "consequential." No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought after the applicable Statute of Limitations or more than four (4) years after the accrual of such cause of action, whichever occurs first.

## **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **14.1. CONFIDENTIAL INFORMATION.**

14.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party; or (vi) is provided by Motorola to Customers who are subject to Arizona's Public Records Law and is required to be disclosed under that law.

14.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own Confidential Information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any Proprietary Rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

### **14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.**

14.2.1. Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. The third party manufacturer of any Equipment owns and retains all of its Proprietary Rights in the Equipment. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested

exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning the Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

## **Section 15 GENERAL**

15.1 TAXES. The Contract Price does not include any amount for federal, state or local excise, sales lease, services, rental, use, property, occupation, or other taxes, assessments, or duties, all of which (other than federal, state, and local taxes based on Motorola's income or net worth) will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within thirty (30) days after the receipt of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.1.1 Federal - State - City Excise Taxes. The City of Phoenix is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales or leases to Phoenix are not exempt from State of Arizona or City of Phoenix Transaction Privilege or Privilege License Taxes on the gross receipts of sales or leases.

15.1.2 Tax Responsibility Qualification. Motorola agrees to establish, to the satisfaction of Phoenix, that any and all fees and taxes due the City of Phoenix or the State of Arizona for any License or Transaction Privilege Taxes, Use Taxes or similar excise taxes are currently paid (except for matters under legal protest).

Motorola agrees to a waiver of the confidentiality provisions contained in the City of Phoenix Finance Code and any similar confidentiality provisions contained in the statutes of the State of Arizona relative to State Transaction Privilege Taxes or State Use Taxes. Such waiver is limited, and extends only to the issue of determining whether Motorola complies with State Transaction Privilege Taxes or State Use Taxes, and for no other purpose.

**15.2 ASSIGNABILITY.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment, provided written notification is submitted to Phoenix at least thirty (30) days prior to assignment. Any assignment made in violation of this Section is void.

**15.3 SUBCONTRACTING.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement. Motorola will provide written notification to Phoenix of its intent to subcontract and with whom. Phoenix reserves the right to approve any subcontractors, such approval not to be unreasonably withheld.

**15.4 WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

**15.5 SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

**15.6 INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party.

**15.7 HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

**15.8 GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Arizona. Any and all legal disputes arising under this Agreement that are not resolved pursuant to Section 10.1 will be tried according to the law of the State of Arizona and the parties agree that the venue for any such action will be in the appropriate court located in the State of Arizona, County of Maricopa.

**15.9 ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a

written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10 NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile if it is confirmed within ten (10) days of its transmission by mailing a duplicate of such communication:

If intended for Phoenix:

City of Phoenix Information Technology Department  
ATTN: Alice Stallings  
251 West Washington Street, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

Telephone: (602) 261-8481  
FAX: (602) 534-4119  
E-Mail: [alice.stallings@phoenix.gov](mailto:alice.stallings@phoenix.gov)

If intended for Motorola:

Motorola, Inc.  
ATTN: Contracts Dept.  
6450 Sequence Drive  
San Diego, CA 92121

Telephone: (858)404-4355  
FAX: (858) 404-2594  
E-Mail: [Robert.Self@motorola.com](mailto:Robert.Self@motorola.com)

15.11 COMPLIANCE WITH APPLICABLE LAWS. Motorola will comply with all federal, state and local laws regulations, and ordinances that are applicable and relevant to the performance of its duties under this Agreement including, but not limited to, the Arizona Worker's Compensation Act and all Federal and state tax laws. Because Motorola will be acting as an independent contractor, Customer assumes no responsibility for Motorola's acts.

15.11.1 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTRACT ACT OF 1986 (IRCA) REQUIRED. Motorola understands and acknowledges the applicability of the IRCA to it. Motorola agrees to comply with IRCA in performing under this Agreement and agrees to permit Customer to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.

15.12 AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

**15.13 SURVIVAL OF TERMS.** The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.3 (Order and Delivery); Section 3.10 (Replacement Parts); Section 3.13 (Motorola Software); Section 8 (Representations and Warranties); Section 10 (Disputes); Section 12 (Patent and Copyright Infringement Indemnification); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); Section 15.14 (Indemnity Clause); and Section 15.18 (Insurance).

**15.14 INDEMNITY CLAUSE.** Motorola agrees to indemnify, defend, save and hold harmless Customer, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Motorola or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense.

**15.15 OFFSET PROVISIONS.** Motorola will recognize and be required to abide by the provisions of the City Charter of the City of Phoenix, which require and demand that no payment be made to any Contractor as long as there is any outstanding liquidated undisputed obligation due to the City of Phoenix and direct that any such obligations be offset against any payment due the Contractor under any contract resulting hereunder.

**15.16 FISCAL YEAR CLAUSE.** Motorola recognizes that this Agreement shall commence upon the day first provided therein and continue in force and effect until termination in accordance with its provisions. All parties will recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 each year, shall be subject to Phoenix City Council budget approval providing for or covering such contract items as an expenditure in said budget. The City of Phoenix does not represent that said budget item will be actually adopted, the determination being the determination of the Phoenix City Council at the time of the adoption of the budget herein.

**15.17 ORGANIZATION EMPLOYMENT DISCLAIMER.** This Agreement DOES NOT constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties will be only those expressly set forth therein. Motorola agrees that no persons supplied by it in the performance of said contract are employees of Customer and further agrees that no rights of Customer's civil service, retirement or personnel rules accrue to such persons.

Motorola will have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by Motorola in the performance of any resulting contract and will save and hold Customer harmless with respect thereto.

**15.18 INSURANCE.** Motorola shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Phoenix in no way warrants that the minimum limits contained herein are sufficient to protect Motorola from liabilities that might arise out of the purchase and use of the commodities sold under this Agreement by Motorola, its agents, representatives, employees or subcontractors and Motorola is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Motorola shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage and broad form contractual liability.
  - General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000
- a. Policy shall contain a waiver of subrogation against the City of Phoenix.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The general liability policy will contain the following provisions:

1. Motorola's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.



- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days' prior written notice has been given to Phoenix. Such notice shall be sent directly to:

City of Phoenix  
Information Technology Department  
251 West Washington Street, 6th Floor  
Phoenix, AZ 85003-2295  
ATTENTION: Alice Stallings

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. Phoenix in no way warrants that the above-required minimum insurer rating is sufficient to protect Motorola from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Motorola shall furnish Phoenix with certificates of insurance (ACORD form or equivalent approved by Phoenix) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by Phoenix before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to:

City of Phoenix  
Information Technology Department  
251 West Washington Street, 6th Floor  
Phoenix, AZ 85003-2295  
ATTENTION: Alice Stallings


The Phoenix project/Agreement number and project description are to be noted on the certificate of insurance. In the event a claim is filed against Phoenix, Phoenix reserves the right to require Motorola to provide complete, certified copies of all insurance policies required by this Agreement. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF PHOENIX RISK MANAGEMENT DIVISION.**

- F. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

15.19 CANCELLATION; CONFLICTS OF INTEREST. Motorola acknowledges that this Agreement is subject to cancellation, pursuant to the provisions of 38-511, Arizona Revised Statutes

The parties hereby enter into this Agreement as of the Effective Date.

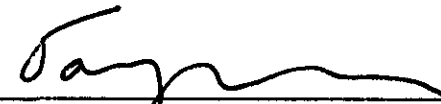
MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial  
Solutions Sector, North America Group

By:   
RICHARD P. NEAL

Title: VICE PRESIDENT + GENERAL MGR Date: 6/5/03  
MOTOROLA, INC.

Date: June 3, 2003

CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

By:   
Danny W. Murphy  
Chief Information Officer

Approved as to form:

By:   
Acting City Attorney

Attest:

By:   
City Clerk

CITY CLERK DEPT  
2003 JUN -5 AM 10:55

# EXHIBIT E

PRWN Consolidated Schedule 2003-04-24

Printed Thu 4/24/03 3:00 PM

ID	i	Task Name	Duration	Start	Finish	Resource Names
1		<b>Site Construction</b>	<b>600 days</b>	<b>Tue 4/24/01</b>	<b>Mon 8/11/03</b>	
2		<b>Implementation/Site Prep Stage</b>	<b>520 days</b>	<b>Tue 4/24/01</b>	<b>Mon 4/21/03</b>	
3		Permits Submittal and Approval Process	274 days	Mon 4/30/01	Thu 5/16/02	Motorola
4	✓	PD Consoles Installation	154 days	Tue 4/24/01	Fri 11/23/01	Motorola[99%]
5		Fire Consoles Installation	15 days	Tue 4/1/03	Mon 4/21/03	Motorola,Andy MacFarlane
6	✓	System Staging in Schaumburg	5 days	Mon 12/3/01	Fri 12/7/01	George Springer
7	✓	Equipment Pack / Ship Prep / Ship	14 days	Mon 12/10/01	Thu 12/27/01	Motorola[93%]
8	✓	Equipment Shipment	0 days	Fri 12/28/01	Fri 12/28/01	
9	✓	Equipment Receiving and Inventory in Phoenix	10 days	Mon 12/31/01	Fri 1/11/02	Motorola,Keith Cody
10	✓	<b>Fiber Connectivity</b>	<b>64 days</b>	<b>Wed 1/30/02</b>	<b>Mon 4/29/02</b>	
15		<b>Site Construction Schedule</b>	<b>557 days</b>	<b>Mon 6/25/01</b>	<b>Mon 8/11/03</b>	
1		<b>SIMULCAST A &amp; B, CRITICAL</b>	<b>499 days</b>	<b>Wed 8/1/01</b>	<b>Mon 6/30/03</b>	
2	✓	<b>City Hall</b>	<b>223 days</b>	<b>Tue 10/9/01</b>	<b>Thu 8/15/02</b>	
21	✓	<b>Fire Station #34</b>	<b>239 days</b>	<b>Thu 9/13/01</b>	<b>Tue 8/13/02</b>	
43	✓	<b>Glenrosa</b>	<b>239 days</b>	<b>Thu 9/13/01</b>	<b>Tue 8/13/02</b>	
64	✓	<b>Squaw Peak</b>	<b>278 days</b>	<b>Thu 9/13/01</b>	<b>Mon 10/7/02</b>	
86	✓	<b>Adobe</b>	<b>203 days</b>	<b>Mon 11/5/01</b>	<b>Wed 8/14/02</b>	
102	✓	<b>North Mountain</b>	<b>293 days</b>	<b>Mon 10/8/01</b>	<b>Wed 11/20/02</b>	
122	✓	<b>Far North Mountain</b>	<b>232 days</b>	<b>Mon 11/5/01</b>	<b>Tue 9/24/02</b>	
141		<b>Outlet Mall</b>	<b>238 days</b>	<b>Fri 7/19/02</b>	<b>Tue 6/17/03</b>	

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID		Task Name	Duration	Start	Finish	Resource Names
142	✓	Variance & Easement (City action)	31 days	Fri 7/19/02	Fri 8/30/02	M/P
143	✓	Detailed Des. Approved	15 days	Fri 7/26/02	Thu 8/15/02	M
144	✓	All Bldg Permits in Place	135 days	Mon 9/2/02	Fri 3/7/03	M
145	✓	RFP to Contractor	14 days	Wed 2/26/03	Mon 3/17/03	
146	✓	Contract Award	2 days	Fri 3/21/03	Mon 3/24/03	
147		Install New Tower & Foundation - Outlet Mall	15 days	Tue 4/15/03	Mon 5/5/03	MOT CONSTRUCTION
148		Install New Building/Generator - Outlet Mall	9 days	Tue 5/6/03	Fri 5/16/03	MOT CONSTRUCTION
149		All customer deliverables Ready - Outlet Mall	0 days	Fri 5/16/03	Fri 5/16/03	MOT CONSTRUCTION
150		Site Ready for Equipment - Outlet Mall	0 days	Fri 5/16/03	Fri 5/16/03	MOT CONSTRUCTION
151		Battery Install - Outlet Mall	1 day	Wed 5/21/03	Wed 5/21/03	FPS
152		Battery Wiring - Outlet Mall	2 days	Thu 5/29/03	Fri 5/30/03	FPS
153		Equipment Install - Outlet Mall	1 day	Thu 5/22/03	Thu 5/22/03	MOT FSO
154		Preliminary Walk-thru - Outlet Mall	1 day	Fri 5/23/03	Fri 5/23/03	MOT PM,PHX ITD
155		Equipment Interconnect - Outlet Mall	8 days	Mon 6/2/03	Wed 6/11/03	MOT FSO
156		Power Up Equipment - Outlet Mall	2 days	Thu 6/12/03	Fri 6/13/03	MOT ST
157		Equipment Check-out - Outlet Mall	2 days	Mon 6/16/03	Tue 6/17/03	MOT ST
158	✓	<b>Sky Harbor</b>	<b>258 days</b>	<b>Thu 1/31/02</b>	<b>Mon 1/27/03</b>	
176		<b>Greenway and Tatum (Crown Castle)</b>	<b>499 days</b>	<b>Wed 8/1/01</b>	<b>Mon 6/30/03</b>	
177	☐	Building/Tower by COP (estimate) - G&T	460 days	Wed 8/1/01	Tue 5/6/03	PHX
178		All Customer deliverables Ready - G&T	0 days	Tue 5/6/03	Tue 5/6/03	PHX

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
179	Site Ready for Equipment - G&T	0 days	Tue 5/6/03	Tue 5/6/03	PHX
180	Battery Install - G&T	5 days	Wed 5/7/03	Tue 5/13/03	PPS
181	Battery Wiring - G&T	4 days	Wed 5/14/03	Mon 5/19/03	PPS
182	Equipment Install - G&T	10 days	Wed 5/14/03	Tue 5/27/03	MOT FSO
183	Preliminary Walk-thru - G&T	0.5 days	Wed 5/28/03	Wed 5/28/03	PHX ITD,MOT PM
184	Equipment Interconnect - G&T	15 days	Wed 5/28/03	Tue 6/17/03	MOT FSO
185	Provide T1 from City Hall & Fire Ops - G&T	15 days	Wed 5/7/03	Tue 5/27/03	COP ITD
186	Power Up Equipment - G&T	4 days	Wed 6/18/03	Mon 6/23/03	MOT ST
187	Equipment Check-out - G&T	5 days	Tue 6/24/03	Mon 6/30/03	MOT ST
188	<b>SIMULCAST C, CRITICAL,MISC.</b>	<b>465.5 days</b>	<b>Mon 10/8/01</b>	<b>Fri 7/18/03</b>	
189 ✓	<b>DPS South Mountain</b>	<b>263 days</b>	<b>Mon 12/10/01</b>	<b>Wed 12/11/02</b>	
211 ✓	<b>Phoenix South Mountain</b>	<b>188 days</b>	<b>Mon 3/25/02</b>	<b>Wed 12/11/02</b>	
227 ✓	<b>Phoenix South Mountain Monopole</b>	<b>125 days</b>	<b>Fri 5/24/02</b>	<b>Thu 11/14/02</b>	
238	<b>South Mountain Fiber Run</b>	<b>465.5 days</b>	<b>Mon 10/8/01</b>	<b>Fri 7/18/03</b>	
239 ✓	Site Walk	1 day	Fri 3/7/03	Fri 3/7/03	
240 ✓	Quotes Back from Site Walk	1 day	Mon 3/24/03	Mon 3/24/03	
241 ✓	Evaluation	7 days	Tue 3/25/03	Wed 4/2/03	MOT
242 ✓	Coordination w/ COP	1 day	Thu 4/3/03	Thu 4/3/03	MOT CONSTRUCTION
243 ✓	Contract Award	1 day	Fri 4/4/03	Fri 4/4/03	MOT CONSTRUCTION
244	Kick off Meeting (Parks included) - SM Fiber	1 day	Mon 4/28/03	Mon 4/28/03	MOT CONSTRUCTION

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID		Task Name	Duration	Start	Finish	Resource Names
245		Fiber Run - SM Fiber	10 days	Tue 5/6/03	Mon 5/19/03	MOT CONSTRUCTION
246		Termination & Testing - SM Fiber	4 days	Tue 5/20/03	Fri 5/23/03	MOT ST
247	✓	<b>Fire Ops</b>	<b>271 days</b>	<b>Mon 10/8/01</b>	<b>Mon 10/21/02</b>	
264		<b>Fire Ops Control Station &amp; Console</b>	<b>295.5 days</b>	<b>Mon 6/3/02</b>	<b>Fri 7/18/03</b>	
265	✓	City to Provide DC Power	122 days	Mon 6/3/02	Tue 11/19/02	
266	✓	CEB Interconnect Plan Delivered	1 day	Thu 1/23/03	Thu 1/23/03	
267	✓	Control Station Power	10 days	Wed 3/26/03	Tue 4/8/03	MOT FSO
268	■	Power from Fire Required (1 circuit left) - Fire Ops	15 days	Tue 4/8/03	Mon 4/28/03	Phx. Fire
269		Control Station Control Wires Terminated - Fire Ops	3 days	Tue 4/29/03	Thu 5/1/03	MOT FSO
270	✓	CEB Revised Interconnect Plan Delivered	1 day	Tue 3/11/03	Tue 3/11/03	
271	■	CEB Interconnect (est.) - Fire Ops	15 days	Thu 6/19/03	Wed 7/9/03	MOT FSO
272		Fire Cross Connect (est.) - Fire Ops	3 days	Thu 7/10/03	Sun 7/13/03	Phx. Fire
273		Install Console Server (est.) - Fire Ops	1 day	Thu 7/10/03	Thu 7/10/03	MOT FSO
274		Test and transfer consoles (est.) - Fire Ops	2.5 days	Wed 7/16/03	Fri 7/18/03	MOT FSO/ST,Phx. Fire
275	✓	<b>Bell Butte</b>	<b>22 days</b>	<b>Tue 5/28/02</b>	<b>Wed 6/26/02</b>	
279	✓	<b>Tempe South Sub</b>	<b>149 days</b>	<b>Mon 4/29/02</b>	<b>Thu 11/21/02</b>	
296	✓	<b>Tempe Butte</b>	<b>286 days</b>	<b>Mon 12/10/01</b>	<b>Mon 1/13/03</b>	
314		<b>Chandler</b>	<b>158 days</b>	<b>Fri 10/25/02</b>	<b>Tue 6/3/03</b>	
315	✓	City Concept Desgin Review	25 days	Fri 10/25/02	Thu 11/28/02	
316	✓	Final Design	10 days	Fri 11/29/02	Thu 12/12/02	

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID		Task Name	Duration	Start	Finish	Resource Names
317	✓	Change Order Received	1 day	Thu 1/30/03	Thu 1/30/03	
318	✓	All Bldg. Permits in Place (estimate)	65 days	Fri 12/13/02	Thu 3/13/03	
319	✓	RFP to Contractor	20 days	Wed 1/15/03	Tue 2/11/03	
320	✓	Contract Award	1 day	Wed 2/12/03	Wed 2/12/03	
321	✓	Install New Tower - Chandler	15 days	Mon 3/24/03	Fri 4/11/03	MOT CONSTRUCTION
322	✓	Install New Building - Chandler	12 days	Mon 4/7/03	Tue 4/22/03	MOT CONSTRUCTION
323		Site Upgrades - Chandler	5 days	Wed 4/16/03	Tue 4/22/03	MOT CONSTRUCTION
324		Site Ready for Equipment - Chandler	0 days	Tue 4/22/03	Tue 4/22/03	MOT CONSTRUCTION
325		Battery Install - Chandler	2 days	Wed 4/30/03	Thu 5/1/03	PPS
326		Battery Wiring - Chandler	2 days	Fri 5/9/03	Mon 5/12/03	PPS
327		Equipment Install - Chandler	3 days	Mon 5/5/03	Wed 5/7/03	MOT FSO
328		Preliminary Walk-thru - Chandler	1 day	Wed 4/23/03	Wed 4/23/03	MOT PM,PHX ITD
329		Equipment Interconnect - Chandler	8 days	Fri 5/16/03	Tue 5/27/03	MOT FSO
330		Power Up Equipment - Chandler	3 days	Wed 5/28/03	Fri 5/30/03	MOT ST
331		Equipment Check-out - Chandler	2 days	Mon 6/2/03	Tue 6/3/03	MOT ST
332		<b>SIMULCAST E CRITICAL</b>	<b>541 days</b>	<b>Mon 6/25/01</b>	<b>Fri 7/18/03</b>	
333	✓	<b>Glendale</b>	<b>243 days</b>	<b>Thu 2/21/02</b>	<b>Mon 1/27/03</b>	
350		<b>Luke AFB</b>	<b>376 days</b>	<b>Mon 2/11/02</b>	<b>Fri 7/18/03</b>	
351	✓	Luke AFB Approval (estimate) - Luke AFB	310 days	Mon 2/11/02	Fri 4/18/03	PHX
352	✓	RFP to Contractor	10 days	Mon 2/3/03	Fri 2/14/03	M

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
353	Contract Award	5 days	Mon 3/3/03	Fri 3/7/03	M
354	Kick off meeting with City, Motorola, and Luke AFB	1 day	Wed 4/30/03	Wed 4/30/03	
355	Install New Building - Luke AFB	15 days	Tue 5/6/03	Mon 5/26/03	MOT CONSTRUCTION
356	Install New Generator - Luke AFB	6 days	Tue 5/27/03	Tue 6/3/03	MOT CONSTRUCTION
357	Install Antennae Bracing - Luke AFB	10 days	Tue 5/6/03	Mon 5/19/03	MOT CONSTRUCTION
358	Site Upgrades - Luke AFB	10 days	Wed 6/4/03	Tue 6/17/03	MOT CONSTRUCTION
359	Site Ready for Equipment - Luke AFB	0 days	Tue 6/17/03	Tue 6/17/03	MOT CONSTRUCTION
360	Battery Install - Luke AFB	2 days	Fri 6/20/03	Mon 6/23/03	PPS
361	Battery Wiring - Luke AFB	2 days	Tue 7/1/03	Wed 7/2/03	PPS
362	Equipment Install - Luke AFB	2 days	Tue 6/24/03	Wed 6/25/03	MOT FSO
363	Preliminary Walk-thru - Luke AFB	1 day	Thu 6/26/03	Thu 6/26/03	MOT PM,PHX ITD
364	Equipment Interconnect - Luke AFB	8 days	Fri 7/4/03	Mon 7/14/03	MOT FSO
365	Power Up Equipment - Luke AFB	2 days	Tue 7/15/03	Wed 7/16/03	MOT ST
366	Equipment Check-out - Luke AFB	2 days	Thu 7/17/03	Fri 7/18/03	MOT ST
367	<b>Peoria FS #195</b>	<b>373 days</b>	<b>Mon 6/25/01</b>	<b>Wed 11/27/02</b>	
386	<b>Peoria Sports Complex (Crown Castle)</b>	<b>243 days</b>	<b>Tue 1/1/02</b>	<b>Thu 12/5/02</b>	
396	<b>Cashion (Crown Castle)</b>	<b>188 days</b>	<b>Tue 1/1/02</b>	<b>Thu 9/19/02</b>	
407					
408	<b>MISCELLANEOUS SITES</b>	<b>420 days</b>	<b>Wed 1/2/02</b>	<b>Mon 8/11/03</b>	
409	<b>Daisy #141</b>	<b>314 days</b>	<b>Fri 3/15/02</b>	<b>Wed 5/28/03</b>	



**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID	❶	Task Name	Duration	Start	Finish	Resource Names
410	✓	City Concept Desgin Review	17 days	Fri 3/15/02	Mon 4/8/02	
411	✓	Final Design	25 days	Tue 4/9/02	Mon 5/13/02	
412	✓	City Easement Issues	115 days	Fri 5/3/02	Thu 10/10/02	M
413	✓	All Bldg. Permits in Place (estimate)	115 days	Fri 10/11/02	Thu 3/20/03	
414	✓	RFP to Contractor	15 days	Wed 1/15/03	Tue 2/4/03	
415	✓	Contract Award	1 day	Wed 2/26/03	Wed 2/26/03	
416	✓	Install New Tower - DM 141	10 days	Fri 3/28/03	Thu 4/10/03	MOT CONSTRUCTION
417	✓	Install New Building - DM 141	10 days	Fri 4/11/03	Thu 4/24/03	MOT CONSTRUCTION
418		Site Upgrades - DM 141	4 days	Fri 4/18/03	Wed 4/23/03	MOT CONSTRUCTION
419		Site Ready for Equipment - DM 141	0 days	Wed 4/23/03	Wed 4/23/03	MOT CONSTRUCTION
420		Battery Install - DM 141	0 days	Thu 4/24/03	Thu 4/24/03	FPS
421		Battery Wiring - DM 141	2 days	Fri 5/2/03	Mon 5/5/03	FPS
422		Equipment Install - DM 141	1 day	Thu 5/1/03	Thu 5/1/03	MOT FSO
423		Preliminary Walk-thru - DM 141	1 day	Fri 5/2/03	Fri 5/2/03	MOT PM,PHX ITD
424		Equipment Interconnect - DM 141	6 days	Fri 5/16/03	Fri 5/23/03	MOT FSO
425		Power Up Equipment - DM 141	2 days	Mon 5/26/03	Tue 5/27/03	MOT ST
426		Provide T1 from Outlet Mall - DM 141	15 days	Thu 4/24/03	Wed 5/14/03	PHX ITD
427		Equipment Check-out - DM 141	1 day	Wed 5/28/03	Wed 5/28/03	MOT ST
428		<b>Daisy #146</b>	<b>292 days</b>	<b>Tue 3/19/02</b>	<b>Wed 4/30/03</b>	
429	✓	Final Design	15 days	Tue 3/19/02	Mon 4/8/02	

**PRWN Consolidated Schedule 2003-04-24**

**Printed Thu 4/24/03 3:00 PM**

ID	❶	Task Name	Duration	Start	Finish	Resource Names
430	✓	City Final Design Approval	25 days	Tue 4/9/02	Mon 5/13/02	
431	✓	City Permit Issues	86 days	Fri 5/3/02	Fri 8/30/02	
432	✓	All Permits in Place	72 days	Thu 10/10/02	Fri 1/17/03	M
433	✓	RFP to Contractor	15 days	Mon 9/16/02	Fri 10/4/02	
434	✓	Contract Award	1 day	Mon 1/20/03	Mon 1/20/03	
435	✓	Install New Tower	15 days	Tue 1/21/03	Mon 2/10/03	M
436	✓	Install New Building	10 days	Tue 1/21/03	Mon 2/3/03	M
437	✓	Install new Generator	5 days	Tue 1/21/03	Mon 1/27/03	M
438	✓	Site Upgrades	10 days	Tue 2/4/03	Mon 2/17/03	M
439	✓	All Customer Deliverables Ready	0 days	Mon 2/17/03	Mon 2/17/03	P
440	✓	Site Ready for Equipment	0 days	Mon 2/17/03	Mon 2/17/03	M
441	✓	Battery Install	0 days	Mon 2/17/03	Mon 2/17/03	
442	✓	Battery Wiring	1 day	Tue 3/25/03	Tue 3/25/03	
443	✓	Equipment Install	1 day	Tue 2/18/03	Tue 2/18/03	
444	✓	Preliminary Walk-thru	1 day	Wed 2/19/03	Wed 2/19/03	
445		Equipment Interconnect - DM 146	6 days	Mon 4/21/03	Mon 4/28/03	MOT FSO
446		Power Up Equipment - DM 146	2 days	Tue 4/29/03	Wed 4/30/03	MOT ST
447		Provide T1 from Outlet Mall - DM 146	15 days	Tue 3/18/03	Mon 4/7/03	PHX ITD
448		Equipment Check-out - DM 146	1 day	Tue 4/8/03	Tue 4/8/03	MOT ST
449	✓	<b>Estrella (Crown Castle)</b>	<b>232 days</b>	<b>Wed 1/2/02</b>	<b>Thu 11/21/02</b>	

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID	i	Task Name	Duration	Start	Finish	Resource Names
465		<b>Lake Pleasant</b>	<b>305 days</b>	<b>Mon 3/4/02</b>	<b>Fri 5/2/03</b>	
466	✓	Conceptual Design Approval	35 days	Mon 3/4/02	Fri 4/19/02	MP
467	✓	CAP Approval	90 days	Tue 6/18/02	Mon 10/21/02	
468	✓	All Bldg. Permits in Place	72 days	Tue 10/22/02	Wed 1/29/03	
469	✓	RFP to Contractor	10 days	Wed 1/8/03	Tue 1/21/03	M
470	✓	Contract Award	5 days	Thu 1/30/03	Wed 2/5/03	M
471	✓	Land Grading Work	18 days	Mon 2/10/03	Wed 3/5/03	
472	✓	Install New Tower & Foundation	10 days	Thu 3/6/03	Wed 3/19/03	M
473	✓	Install New Building/Generator	12 days	Thu 3/6/03	Fri 3/21/03	M
474	✓	Site Ready for Equipment	0 days	Fri 3/21/03	Fri 3/21/03	M
475	✓	Battery Install	0 days	Mon 3/24/03	Mon 3/24/03	
476	✓	Battery Wiring - Lake Pleasant	2 days	Tue 4/15/03	Wed 4/16/03	PPS
477	✓	Equipment Install	1 day	Tue 3/25/03	Tue 3/25/03	
478	✓	Preliminary Walk-thru	1 day	Wed 3/26/03	Wed 3/26/03	MOT PM,PHX ITD
479		Equipment Interconnect - Lake Pleasant	10 days	Wed 4/16/03	Tue 4/29/03	MOT FSO
480		Power Up Equipment - Lake Pleasant	2 days	Wed 4/30/03	Thu 5/1/03	MOT ST
481		Equipment Check-out - Lake Pleasant	1 day	Fri 5/2/03	Fri 5/2/03	MOT ST
482		<b>Police Communications Building</b>	<b>151 days</b>	<b>Tue 1/14/03</b>	<b>Mon 8/11/03</b>	
483	✓	Cable / Antenna install	5 days	Tue 1/14/03	Mon 1/20/03	
484	✓	Control Station & RF Wiring	7 days	Thu 2/13/03	Fri 2/21/03	

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID		Task Name	Duration	Start	Finish	Resource Names
485	✓	Control Station Power (COP) - PCOM	36 days	Tue 2/25/03	Tue 4/15/03	PHX
486	✓	Install remainder of card cages	3 days	Mon 3/17/03	Wed 3/19/03	
487	✓	Run wires from control stations to blocks	5 days	Mon 3/24/03	Fri 3/28/03	MOT FSO
488	✓	Interconnect wiring for CEB's - PCOM	3 days	Mon 4/14/03	Wed 4/16/03	MOT FSO
489	■	Run T1 to equipment room - PCOM	7 days	Mon 5/5/03	Tue 5/13/03	MOT CONSTRUCTION
490		Terminate and local test T1's - PCOM	2 days	Fri 5/16/03	Mon 5/19/03	MOT FSO
491	■	Police move to PPSB from PCOM - PCOM	21 days	Mon 7/14/03	Mon 8/11/03	PHX
492		Upgrade to trunking - PCOM	15 days	Mon 7/14/03	Fri 8/1/03	MOT FSO,MOT ST
493	■	Run wires to VEGA terminals - PCOM	3 days	Mon 7/14/03	Wed 7/16/03	MOT FSO
494		Cross connect wire - control station & VEGA - PCOM	1 day	Thu 7/17/03	Thu 7/17/03	MOT FSO
495		Operational testing - PCOM	5 days	Mon 8/4/03	Fri 8/8/03	MOT FSO,MOT ST
496		Police move back to PCOM - PCOM	1 day	Mon 8/11/03	Mon 8/11/03	PHX
497		<b>PPSB</b>	<b>77 days</b>	<b>Mon 4/28/03</b>	<b>Mon 8/11/03</b>	
498	■	Install control station antennas - PPSB	10 days	Mon 4/28/03	Fri 5/9/03	MOT CONSTRUCTION
499	■	Pull cable from roof to basement - PPSB	5 days	Mon 5/12/03	Fri 5/16/03	MOT CONSTRUCTION
500		Terminate and local test cable - PPSB	2 days	Wed 5/21/03	Thu 5/22/03	MOT FSO
501	■	Upgrade to trunking - PPSB	30 days	Mon 5/12/03	Fri 6/20/03	MOT FSO,MOT ST
502		Cross connect wire - control station&VEGA - PPSB	1 day	Mon 6/23/03	Mon 6/23/03	
503		Operational testing - PPSB	3 days	Tue 6/24/03	Thu 6/26/03	MOT FSO,MOT ST
504		Dispatch training (estimate) - PPSB	5 days	Tue 6/17/03	Mon 6/23/03	MOT

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM












ID		Task Name	Duration	Start	Finish	Resource Names
505		PPSB Complete & Ready for Police - PPSB	1 day	Tue 6/24/03	Tue 6/24/03	MOT FSO,MOT ST
506		Police move to PPSB from PCOM - PPSB	1 day	Sun 7/13/03	Sun 7/13/03	PHX
507		Police move back to PCOM - PPSB	1 day	Mon 8/11/03	Mon 8/11/03	PHX
508		<b>Fire Command Training Center</b>	<b>65 days</b>	<b>Tue 1/28/03</b>	<b>Mon 4/28/03</b>	
509	✓	Install Chanel Bank	1 day	Tue 1/28/03	Tue 1/28/03	
510	✓	Install Console Position	2 days	Wed 1/29/03	Thu 1/30/03	
511	✓	T1 Installed (COP)	10 days	Tue 2/11/03	Mon 2/24/03	
512		Interconnect with microwave and bring site up - FCTC	5 days	Tue 4/22/03	Mon 4/28/03	MOT FSO / MOT ST
513		<b>Fire Station 41</b>	<b>123 days</b>	<b>Thu 1/9/03</b>	<b>Mon 6/30/03</b>	
514	✓	Site Improvements	12 days	Thu 1/9/03	Fri 1/24/03	
515	✓	Install Equipment (less consoles)	2 days	Thu 1/23/03	Fri 1/24/03	
516	✓	Preliminary Walk-thru	0 days	Fri 1/24/03	Fri 1/24/03	
517	✓	Patch Floor	1 day	Thu 3/13/03	Thu 3/13/03	
518	✓	Interconnect plan	6 days	Mon 3/17/03	Mon 3/24/03	
519	✓	Provide system microwave connectivity - FS 41	5 days	Tue 4/1/03	Mon 4/7/03	Phx. Fire
520		Console Configuration Complete - FS 41	12 days	Tue 4/1/03	Wed 4/16/03	Phx. Fire
521		Wire to interconnect plan - FS 41	15 days	Tue 4/29/03	Mon 5/19/03	MOT FSO
522		Test one console - FS 41	1 day	Tue 5/20/03	Tue 5/20/03	MOT FSO/ST,Phx. Fire
523		Remove Existing Consoles - FS 41	2 days	Wed 5/21/03	Thu 5/22/03	MOT FSO / Phx. Fire
524		Cross Connect Legacy Equipment - FS 41	1 day	Fri 5/23/03	Fri 5/23/03	Phx. Fire

**PRWN Consolidated Schedule 2003-04-24**

**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
525	Install consoles - FS 41	15 days	Mon 5/26/03	Fri 6/13/03	MOT FSO
526	Operational testing - FS 41	3 days	Mon 6/16/03	Wed 6/18/03	MOT ST/FSO,Phx. Fire
527	Console Training - by Fire Dept. (est.) - FS 41	5 days	Tue 6/24/03	Mon 6/30/03	Phx. Fire
16	✓ Complete Crowne Castle MLA/SLA/PCA	0 days	Tue 4/30/02	Tue 4/30/02	Bill Phillips
17	<b>Crown Castle Sites</b>	<b>299 days</b>	<b>Fri 4/12/02</b>	<b>Tue 6/3/03</b>	
18	<b>Greenway &amp; Tatum Installation</b>	<b>299 days</b>	<b>Fri 4/12/02</b>	<b>Tue 6/3/03</b>	
19	✓ <b>Permitting</b>	<b>247 days</b>	<b>Fri 4/12/02</b>	<b>Tue 3/25/03</b>	<b>Crown Castle</b>
20	✓ Submit for Site Plan Review	1 day	Fri 4/12/02	Fri 4/12/02	Crown Castle
21	✓ Pre-Application Hearing	0 days	Tue 5/7/02	Tue 5/7/02	
22	✓ Submit Special Permit Application	1 day	Wed 6/12/02	Wed 6/12/02	Crown Castle
23	✓ Post Application Hearing	0 days	Mon 7/15/02	Mon 7/15/02	
24	✓ Paradise Valley Village Planning Meeting	0 days	Fri 9/6/02	Fri 9/6/02	
25	✓ Paradise Valley Meeting with Residence	0 days	Tue 9/17/02	Tue 9/17/02	
26	✓ Zoning Hearing Officer Hearing	0 days	Wed 10/2/02	Wed 10/2/02	
27	✓ Planning Commission Hearing	0 days	Mon 10/7/02	Mon 10/7/02	
28	✓ City Council Hearing	0 days	Sat 11/30/02	Sat 11/30/02	
29	✓ Permits Issued	0 days	Tue 3/25/03	Tue 3/25/03	
30	<b>Construction</b>	<b>52 days</b>	<b>Tue 3/25/03</b>	<b>Tue 6/3/03</b>	<b>Crown Castle Contractor</b>
31	GRADE RETENTION	1 day	Tue 3/25/03	Tue 3/25/03	
32	DEMO AND PREP SITE	2 days	Mon 3/31/03	Tue 4/1/03	

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID		Task Name	Duration	Start	Finish	Resource Names
33		POLE FOUNDATION	2 days	Wed 4/9/03	Thu 4/10/03	
34		BUILDING FOUNDATION	4 days	Thu 4/10/03	Tue 4/15/03	
35		BUILDING FLOOR	5 days	Wed 4/16/03	Tue 4/22/03	
36		FRAMING	5 days	Wed 4/23/03	Tue 4/29/03	
37		EIFS	4 days	Wed 4/30/03	Mon 5/5/03	
38		ROOFING	2 days	Tue 5/6/03	Wed 5/7/03	
39		FENCES AND GATES	5 days	Tue 5/6/03	Mon 5/12/03	
40		INTERIOR D.W. AND PAINT	5 days	Thu 5/8/03	Wed 5/14/03	
41		PAINTING	3 days	Tue 5/13/03	Thu 5/15/03	
42		LANDSCAPING	5 days	Fri 5/16/03	Thu 5/22/03	
43		SET NEW POLE	1 day	Mon 4/21/03	Mon 4/21/03	
44		INT. ELECT. & FINISHES	8 days	Thu 5/15/03	Tue 5/27/03	
45		CITY OF PHX R.F.	5 days	Thu 5/15/03	Wed 5/21/03	
46		POWER TO SITE	15 days	Mon 4/28/03	Fri 5/16/03	
47		CARRIER RF PREP	10 days	Fri 5/2/03	Thu 5/15/03	
48		RF CUT OVER	2 days	Sat 5/31/03	Sun 6/1/03	
49		TELCO TO SITE	5 days	Mon 5/19/03	Fri 5/23/03	
50		REMOVE EXISTING POLE	2 days	Mon 6/2/03	Tue 6/3/03	
51	✓	Peoria Sports Complex Installation	138 days	Wed 4/24/02	Fri 11/1/02	Crown Castle
80	✓	Cashion Installation	99 days	Thu 5/9/02	Tue 9/24/02	Crown Castle

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
106	<b>Site Construction Completed</b>	<b>263 days</b>	<b>Wed 6/26/02</b>	<b>Fri 6/27/03</b>	
107	<b>Simulcast A &amp; B Site Construction Completed</b>	<b>231 days</b>	<b>Fri 8/2/02</b>	<b>Fri 6/20/03</b>	
128	Simulcast A&B Sites Construction Completed	0 days	Fri 6/20/03	Fri 6/20/03	
129	<b>Simulcast C Site Construction Completed</b>	<b>255 days</b>	<b>Wed 6/26/02</b>	<b>Tue 6/17/03</b>	
144	Simulcast C Site Construction Completed	0 days	Tue 6/17/03	Tue 6/17/03	
145	<b>Simulcast E Site Construction Completed</b>	<b>202 days</b>	<b>Thu 9/19/02</b>	<b>Fri 6/27/03</b>	
155	Simulcast E Site Construction Completed	0 days	Fri 6/27/03	Fri 6/27/03	
157	Daisy Mountain Fire Station #141 Site Construction Completed	0 days	Thu 6/5/03	Thu 6/5/03	
158	Daisy Mountain Fire Station #146 Site Construction Completed	0 days	Thu 6/5/03	Thu 6/5/03	
160	✓ Estrella Mountain Site Construction Completed	0 days	Thu 11/21/02	Thu 11/21/02	
162	Lake Pleasant Site Construction Completed	0 days	Mon 4/28/03	Mon 4/28/03	
163	<b>Testing</b>	<b>60 days</b>	<b>Mon 6/23/03</b>	<b>Tue 9/16/03</b>	
164	Coverage Testing	60 days	Mon 6/23/03	Tue 9/16/03	Motorola,PFD,PPD,ITD
165	System Functional ATP	10 days	Mon 6/30/03	Mon 7/14/03	Motorola
166	Coverage Test Acceptance	0 days	Tue 9/16/03	Tue 9/16/03	
167	30-Day Burn in Period	30 edays	Tue 9/16/03	Thu 10/16/03	Motorola
168	Initial System Acceptance	0 days	Thu 10/16/03	Thu 10/16/03	
169	Contract Loading Period	86 days	Fri 10/17/03	Tue 2/24/04	Motorola
170	Final System Acceptance	0 days	Tue 2/24/04	Tue 2/24/04	
171	<b>Subscriber RFP</b>	<b>574 days</b>	<b>Fri 6/15/01</b>	<b>Wed 8/27/03</b>	



**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID	❏	Task Name	Duration	Start	Finish	Resource Names
172	✓	Develop User Needs	121 days	Fri 6/15/01	Fri 11/30/01	Leif Anderson[12%],Richard Buck[12%],Carol Campbell[12%],Mark Cousins[12%],Richard
173	✓	Complete User Needs Input	0 days	Fri 11/30/01	Fri 11/30/01	
174	✓	Technical Team review of user specs	30 days	Wed 1/16/02	Tue 2/26/02	Jeff Toye[5%],Jeff Miner[5%]
175	✓	Develop RFP approach/methodology	1 day	Fri 2/15/02	Fri 2/15/02	Don Pfohl[25%],Bill Phillips[25%]
176	✓	Develop Draft RFP Document	35 days	Mon 5/27/02	Fri 7/12/02	Jeff Miner[20%],Jeff Toye[20%],Loyson Wiechmann[20%],John Gardner[10%],Russ
177	✓	Review Draft RFP Document	2 days	Mon 7/15/02	Tue 7/16/02	Jeff Miner[25%],Jeff Toye[25%],Jerry Simpson[25%],John Gardner[25%],Andy
178	✓	Revise Final RFP Document	55 days	Wed 7/17/02	Tue 10/1/02	Jeff Miner[20%],Jeff Toye[20%],Loyson Wiechmann[20%],Jerry Simpson[20%]
179	✓	Final Review and Approval of RFP Document	22 days	Wed 10/2/02	Thu 10/31/02	Jeff Miner[25%],Jeff Toye[25%],Don Pfohl[25%],Bill Phillips[25%],Jim
180	✓	RFP Issued	1 day	Tue 11/5/02	Tue 11/5/02	
181	✓	Identify and Establish Evaluation Team	20 days	Wed 11/6/02	Tue 12/3/02	Mike Brown[13%],Jim Campion[13%],Bill Phillips[13%],Kathy Smithson[13%],Jerry
182	✓	Proposal Preparation	28 days	Wed 11/6/02	Fri 12/13/02	Potential Vendors
183	✓	Proposals Received	0 days	Fri 12/13/02	Fri 12/13/02	
184		<b>RFP Evaluation and Selection</b>	<b>62 days</b>	<b>Mon 1/6/03</b>	<b>Tue 4/1/03</b>	
185	✓	Administrative Evaluation	45 days	Mon 1/6/03	Fri 3/7/03	Mike Brown,Bill Phillips
186	✓	Technical Requirments Evaluation	30 days	Mon 2/3/03	Fri 3/14/03	Jeff Miner,Jeff Toye
187		End User Product Evaluation	31 days	Tue 2/18/03	Tue 4/1/03	Leif Anderson,Joe Noce,Carol Campbell
188	✓	Top Line Categories Scores Received	0 days	Fri 3/7/03	Fri 3/7/03	
189	✓	Project Steering Committee Approval	0 days	Mon 3/10/03	Mon 3/10/03	
190	✓	Prepare RCA for Top Line Categories	5 days	Fri 3/7/03	Thu 3/13/03	
191	✓	Council Approval for Top Line Categories Award	0 days	Wed 3/19/03	Wed 3/19/03	







**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID		Task Name	Duration	Start	Finish	Resource Names
192	✓	Initiate Contract Negotiations	20 days	Fri 3/21/03	Thu 4/17/03	Bill Phillips[15%],Jerry Simpson[15%],Jeff Miner[15%],Scott Adler[15%],Paul
193	✓	<b>Score Remaining Categories</b>	<b>5 days</b>	<b>Fri 3/28/03</b>	<b>Fri 4/4/03</b>	
194	✓	Technical Committee Scores Received	0 days	Fri 3/28/03	Fri 3/28/03	
195	✓	End User Committee Scores Received	0 days	Thu 4/3/03	Thu 4/3/03	
196	✓	Administrative Committee Scores Received	0 days	Fri 4/4/03	Fri 4/4/03	
197	✓	Transition Management Committee Approval	0 days	Wed 4/9/03	Wed 4/9/03	
198	✓	Project Steering Committee Approval	0 days	Mon 4/14/03	Mon 4/14/03	
199	☐	Council Approval	0 days	Wed 4/30/03	Wed 4/30/03	Bill Phillips[25%],Jerry Simpson[25%]
200		Complete Contract Negotiations	21 days	Wed 4/30/03	Thu 5/29/03	Bill Phillips,Jerry Simpson,Carl Myers,Marvin Sondag,Bob Self,Scott Adler
201		Subscriber Contract Award	0 days	Thu 5/29/03	Thu 5/29/03	
202		Subscriber Delivery Begins	0 days	Wed 8/27/03	Wed 8/27/03	
203	✓	<b>Develop Quality Control/Engineering Assistance RFP</b>	<b>194 days</b>	<b>Thu 12/27/01</b>	<b>Wed 9/25/02</b>	<b>Bill Phillips</b>
217	✓	<b>Astro 25 System Training (First Round)</b>	<b>129 days</b>	<b>Tue 7/23/02</b>	<b>Fri 1/17/03</b>	
232		<b>Police Department AWARENESS, EDUCATION, TRAINING</b>	<b>743 days</b>	<b>Mon 2/4/02</b>	<b>Fri 12/31/04</b>	<b>Carol Campbell / Ken Du BOIS</b>
233	✓	Document Training needs to subscriber RFP Committee	40 days	Mon 2/4/02	Fri 3/29/02	Carol Campbell,Ken Du BOIS,Joan Olson
234	✓	800 MHz Awareness Training Completed	0 days	Fri 6/14/02	Fri 6/14/02	Carol Campbell / Ken Du BOIS
235	✓	800 MHz Education	88 days	Mon 9/2/02	Wed 1/1/03	Ken Du BOIS
236	☐	Basic Implementation Training for Police Department	51 days	Wed 6/25/03	Fri 9/5/03	Ken Du BOIS,Joan Olson,Jeff Hynes
237	✓	Intermediate Awareness Training	87 days	Thu 8/1/02	Fri 11/29/02	Ken Du BOIS,Joan Olson,Jeff Hynes
238	☐	Train the Trainer Sessions for Police Department	25 days	Fri 8/29/03	Sun 10/5/03	Ken Du BOIS

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID		Task Name	Duration	Start	Finish	Resource Names
239		Advanced Awareness Training 4hr for Police Department	103 days	Mon 10/6/03	Fri 3/5/04	Ken Du BOIS,Joan Olson
240		Monthly / Quarterly System Updates / tips for Police Department	344 days	Fri 8/15/03	Fri 12/31/04	Ken Du BOIS
241		Radio Fleet Deployment Planning Planning	1 day	Mon 1/1/01	Mon 1/1/01	
242		<b>Portable and Mobile Radio Installation Phase</b>	<b>802 days</b>	<b>Wed 7/31/02</b>	<b>Fri 9/23/05</b>	
243		Inter Departmental Talk Group Plan	225 days	Wed 7/31/02	Mon 6/9/03	Police,Fire,ITD,Floyd Cagle
244		<b>Mobile Installation Labor Contract</b>	<b>101 days</b>	<b>Tue 4/15/03</b>	<b>Wed 9/3/03</b>	<b>John Gardner</b>
245		Construct RFP Document	12 days	Tue 4/15/03	Wed 4/30/03	John Gardner[25%],Dave Scott[25%]
246		Advertise and Issue RFP	14 days	Thu 5/1/03	Tue 5/20/03	Jim Campion[38%]
247		Finalize Evaluation Team	10 days	Wed 5/21/03	Mon 6/2/03	John Gardner[5%]
248		Answer written requests for clarification from proposers	12 days	Tue 6/3/03	Wed 6/18/03	John Gardner[25%]
249		Receive Proposals	1 day	Thu 6/19/03	Thu 6/19/03	John Gardner[25%]
250		Review Proposals	20 days	Fri 6/20/03	Fri 7/18/03	John Gardner[25%]
251		Prepare a Short List and Inform Selected Vendors	1 day	Mon 7/21/03	Mon 7/21/03	John Gardner[25%]
252		Vendor Presentations	5 days	Tue 7/22/03	Mon 7/28/03	John Gardner
253		Vendor Selection	1 day	Tue 7/29/03	Tue 7/29/03	John Gardner[13%]
254		Prepare RCA for Council Approval	5 days	Wed 7/30/03	Tue 8/5/03	Jim Campion[13%]
255		Council Review and Approval	0 days	Wed 8/6/03	Wed 8/6/03	
256		Contract Negotiation	20 days	Wed 8/6/03	Wed 9/3/03	John Gardner[10%]
257		Contract Awarded	0 days	Wed 9/3/03	Wed 9/3/03	
258		Subscriber Training for Radio Comm. Staff	20 days	Fri 5/30/03	Tue 6/24/03	TBD

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID	Task Name	Duration	Start	Finish	Resource Names
259	<b>Police Department Transition</b>	<b>322 days</b>	<b>Mon 7/7/03</b>	<b>Wed 10/13/04</b>	
260	Develop Police Department Talk Group Plan	25 days	Mon 7/7/03	Fri 8/8/03	Carol Campbell,Ken DuBois,Floyd Cagle
261	Develop Police Department Radio Templates	13 days	Mon 8/11/03	Wed 8/27/03	Carol Campbell,Ken DuBois,Floyd Cagle
262	<b>Transition of T.S.B. (at S.C.S) Pilot (182 P, 123 M, 7 M/C)</b>	<b>58 days</b>	<b>Thu 8/28/03</b>	<b>Wed 11/19/03</b>	<b>I.T.D. Radio Shop,Ken Du BOIS,Joan Olson,Contract Installers,Site Equip.</b>
263	Program 182 Portable Radios for T.S.B. Pilot	15 days	Thu 8/28/03	Thu 9/18/03	I.T.D. Radio Shop
264	Install 130 Mobile Radios for T.S.B. Pilot (est. 25 per day)	10 days	Fri 9/19/03	Thu 10/2/03	I.T.D. Radio Shop,Ken Du BOIS,Joan Olson
265	Pilot Period	30 edays	Mon 10/20/03	Wed 11/19/03	
266	<b>Transition of 400 (South Mountain Precinct) (354 P, 173 M)</b>	<b>27 days</b>	<b>Fri 12/5/03</b>	<b>Fri 1/16/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
267	Program 527 radios for transiton of South Mountain Precinct	18 days	Fri 12/5/03	Fri 1/2/04	I.T.D. Radio Shop
268	Install 173 mobile radio swaps for South Mountain Precinct (est. 25 per day)	9 days	Mon 1/5/04	Fri 1/16/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equip. Coordinators
269	<b>Transition of 500 (Central City Precinct) (263 P, 132 M)</b>	<b>19 days</b>	<b>Mon 1/5/04</b>	<b>Fri 1/30/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
270	Program 395 radios for transiton of Central City Precinct	13 days	Mon 1/5/04	Thu 1/22/04	I.T.D. Radio Shop
271	Install 132 mobile radios for Central City Precinct (est. 25 per day)	6 days	Fri 1/23/04	Fri 1/30/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Corridnators
272	<b>Transition of 800 (Maryvale Precinct) (299 P, 131 M)</b>	<b>17 days</b>	<b>Fri 1/23/04</b>	<b>Mon 2/16/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
273	Program 430 radios for transiton of Maryvale Precinct	15 days	Fri 1/23/04	Thu 2/12/04	I.T.D. Radio Shop
274	Install 131 Mobile Radios for Maryvale Precinct (est. 25 per day)	6 days	Mon 2/9/04	Mon 2/16/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equip. Coordinators
275	<b>Transition of 600 (Desert Horizon Precinct) (277 M, 107 P)</b>	<b>15 days</b>	<b>Fri 2/13/04</b>	<b>Thu 3/4/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
276	Program 384 radios for transition of Desert Horizon Precinct	13 days	Fri 2/13/04	Tue 3/2/04	I.T.D. Radio Shop
277	Install 99 Mobile Radios for transition of Desert Horizon Precinct (est. 25 per day)	5 days	Fri 2/27/04	Thu 3/4/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equip. Coordinators
278	<b>Transition of 700 (Squaw Peak Precinct) (306 P, (119 M)</b>	<b>19 days</b>	<b>Wed 3/3/04</b>	<b>Mon 3/29/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>

**PRWN Consolidated Schedule 2003-04-24**

Printed Thu 4/24/03 3:00 PM

ID	Task Name	Duration	Start	Finish	Resource Names
279	Program 425 radios for transition of Squaw Peak Precinct	15 days	Wed 3/3/04	Tue 3/23/04	I.T.D. Radio Shop
280	Install 119 Mobile Radios for transition of Squaw Peak Precinct (est. 25 per day)	10 days	Tue 3/16/04	Mon 3/29/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equip. Coordinators
281	<b>Transition of 900 (Cactus Park Precinct) (348 P, 137 M)</b>	<b>23 days</b>	<b>Wed 3/24/04</b>	<b>Fri 4/23/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
282	Program 485 radios for transition of Cactus Park Precinct	17 days	Wed 3/24/04	Thu 4/15/04	I.T.D. Radio Shop
283	Install 128 mobile radio for transition of Cactus Park Precinct (est. 25 per day)	10 days	Mon 4/12/04	Fri 4/23/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
284	<b>Transition of NRB (302 E. Union Hills) (104 P, 74 M)</b>	<b>11 days</b>	<b>Fri 4/16/04</b>	<b>Fri 4/30/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
285	Program 178 radios for transition of NRB	7 days	Fri 4/16/04	Mon 4/26/04	I.T.D. Radio Shop
286	Install 74 Mobile Radios for transition of NRB (est. 25 per day)	5 days	Mon 4/26/04	Fri 4/30/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
287	<b>Transition of SRB / LSB / OCB (at Southern Command Station) (264 P, 90 M)</b>	<b>13 days</b>	<b>Tue 4/27/04</b>	<b>Thu 5/13/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
288	Program 354 radios for transition of SRB/LSB/OCB	12 days	Tue 4/27/04	Wed 5/12/04	I.T.D. Radio Shop
289	Install 47 mobile radios for transition of SRB/LSB/OCB (est. 25 per day)	5 days	Fri 5/7/04	Thu 5/13/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
290	<b>Transition of DEB (at Southern Command Station) (185 P, 38 M)</b>	<b>8 days</b>	<b>Thu 5/13/04</b>	<b>Tue 5/25/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
291	Program 223 radios for transition of DEB	8 days	Thu 5/13/04	Tue 5/25/04	I.T.D. Radio Shop
292	Install 38 Mobile Radio for transition of DEB	3 days	Thu 5/20/04	Tue 5/25/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
293	<b>Transition of GIB (at Southern Command Station) (339 P, 140 M, 42 C)</b>	<b>23 days</b>	<b>Tue 5/25/04</b>	<b>Thu 6/24/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
294	Program 479 radios for transition of GIB	16 days	Tue 5/25/04	Tue 6/15/04	I.T.D. Radio Shop
295	Install 114 mobile radios for transition of GIB (est. 25 per day)	10 days	Fri 6/11/04	Thu 6/24/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
296	Install 42 chargers for transition of GIB (est. 25 per day)	10 days	Fri 6/11/04	Thu 6/24/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
297	<b>Transition of FIB (at N. Central Location) (128 P, 63 M, 30 C)</b>	<b>7 days</b>	<b>Wed 6/16/04</b>	<b>Thu 6/24/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
298	Program 191 radios for transition of FIB	7 days	Wed 6/16/04	Thu 6/24/04	I.T.D. Radio Shop

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
299	Install 63 mobile radios for transition of FIB (est. 25 per day)	4 days	Mon 6/21/04	Thu 6/24/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
300	Install 30 chargers for transition of FIB (est. 25 per day)	4 days	Mon 6/21/04	Thu 6/24/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
301	<b>Transition of Chief's Office / CSB (at Southern Command Station) (133 P, 29 M, 32 C)</b>	<b>6 days</b>	<b>Fri 6/25/04</b>	<b>Fri 7/2/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
302	Program 162 radios for transition of Chief's Office/CSB	6 days	Fri 6/25/04	Fri 7/2/04	I.T.D. Radio Shop
303	Install 29 mobile radios for transition of Chief's Office/CSB (est. 25 per day)	2 days	Thu 7/1/04	Fri 7/2/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
304	Install 32 chargers for transition of Chief's Office/CSB (est. 25 per day)	2 days	Thu 7/1/04	Fri 7/2/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
305	<b>Transition of Communications / Property (at Southern Command Station) (118 P, 29 M, 23 C)</b>	<b>7 days</b>	<b>Tue 7/6/04</b>	<b>Wed 7/14/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
306	Program 147 radios for transition of Communications/Property	5 days	Tue 7/6/04	Mon 7/12/04	I.T.D. Radio Shop
307	Install 29 mobile radios for transition of Communications/Property (est. 25 per day)	5 days	Thu 7/8/04	Wed 7/14/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
308	Install 23 chargers for transition of Communications/Property	5 days	Thu 7/8/04	Wed 7/14/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
309	<b>Transition of ESB / RIB / FMB (at Southern Command Station) (102 P, 27 M, 19 C)</b>	<b>5 days</b>	<b>Tue 7/13/04</b>	<b>Mon 7/19/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
310	Program 129 radios for transition of ESB/RIB/FMB	5 days	Tue 7/13/04	Mon 7/19/04	I.T.D. Radio Shop
311	Install 27 mobile radio for transition of ESB/RIB/FMB (est. 25 per day)	2 days	Fri 7/16/04	Mon 7/19/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
312	Install 19 chargers for transition of ESB/RIB/FMB	2 days	Fri 7/16/04	Mon 7/19/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
313	<b>Transition of PAB / PRB / FMB (at Southern Command Station) (88 P, 14 M, 10 C)</b>	<b>4 days</b>	<b>Tue 7/20/04</b>	<b>Fri 7/23/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
314	Program 102 radios for transition of PAB/PRB/FMB	4 days	Tue 7/20/04	Fri 7/23/04	I.T.D. Radio Shop
315	Install 14 Mobile Radios for transition of PAB/PRB/FMB	1 day	Fri 7/23/04	Fri 7/23/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
316	Install 10 chargers for transition of PAB/PRB/FMB	1 day	Fri 7/23/04	Fri 7/23/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
317	<b>Transition of POB / Traffic Ed &amp; Saf Unit (at Southern Command Station) (20 P, 14 M, 1 C)</b>	<b>3 days</b>	<b>Mon 7/26/04</b>	<b>Wed 7/28/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
318	Program 34 radios for transition of POB/Traffic Ed & Saf Unit	2 days	Mon 7/26/04	Tue 7/27/04	I.T.D. Radio Shop

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**



ID	Task Name	Duration	Start	Finish	Resource Names
319	Install 14 mobile radios for transition of POB/Traffic Ed & Saf Unit	1 day	Wed 7/28/04	Wed 7/28/04	ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois
320	Install 1 charger for transition of POB/Traffic Ed & Saf Unit	1 day	Wed 7/28/04	Wed 7/28/04	ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois
321	<b>Transition of Training Bureau (at Academy and Driving Track) (100 P, 31 M, 12 C)</b>	<b>5 days</b>	<b>Wed 7/28/04</b>	<b>Tue 8/3/04</b>	<b>ITD Radio Shop,Equipment Coordinators,Kenneth Du Bois</b>
322	Program 131 radios for transition of Training Bureau	5 days	Wed 7/28/04	Tue 8/3/04	I.T.D. Radio Shop
323	Install 31 mobile radios for the transition of Training Bureau	2 days	Mon 8/2/04	Tue 8/3/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
324	Install 12 chargers for the transition of the Training Bureau	2 days	Mon 8/2/04	Tue 8/3/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
325	<b>Transition of Traffic Bureau M/C &amp; Car Units (180 P, 4 M, 180 MC)</b>	<b>50 days</b>	<b>Wed 8/4/04</b>	<b>Wed 10/13/04</b>	<b>I.T.D. Radio Shop,Ken Du BOIS,Site Equipment Coordinators</b>
326	Program 364 radios for transition of Traffic Bureau M/C & Car Units	13 days	Wed 8/4/04	Fri 8/20/04	I.T.D. Radio Shop
327	Install 4 mobile radio for transition of Traffic Bureau M/C & Car Units	1 day	Mon 8/23/04	Mon 8/23/04	I.T.D. Radio Shop,Ken Du BOIS,Contract Installers,Site Equipment Coordinators
328	Install 180 Mobile MC Units (est. 5 per day) for transition of Traffic Bureau M/C	36 days	Tue 8/24/04	Wed 10/13/04	I.T.D. Radio Shop,Ken Du BOIS,Site Equipment Coordinators
329	<b>Fire Department Transition</b>	<b>310 days</b>	<b>Thu 7/1/04</b>	<b>Fri 9/23/05</b>	
330	<b>Develop PFD "Portable and Mobile Radio Templates". (ITD needs)</b>	<b>170 days</b>	<b>Thu 7/1/04</b>	<b>Tue 3/8/05</b>	
331	Incorporate Radio Features Into Template Design	29 days	Thu 7/1/04	Wed 8/11/04	A MacFarlane
332	Work with ITD to Develop Final Design	1 day	Thu 8/12/04	Thu 8/12/04	A MacFarlane
333	Program Radios for Fire Department (1212 Portable, 271 Mobile, 100 Station)	52 days	Mon 8/23/04	Wed 11/3/04	John Gardner
334	Vehicle Installs for Fire Department (2 a day)	134 days	Mon 8/23/04	Tue 3/8/05	
335	<b>Plan &amp; schedule installation of PRWN equipment in outside cities.</b>	<b>222 days</b>	<b>Thu 11/4/04</b>	<b>Fri 9/23/05</b>	
336	<b>Other Fire - Prog Radios (735 Portable, 260 Mobile)</b>	<b>39 days</b>	<b>Thu 11/4/04</b>	<b>Wed 1/5/05</b>	
337	Avondale FD (50 Portable, 25 Mobile)	3 days	Thu 11/4/04	Mon 11/8/04	
338	Buckeye FD (25 Portable, 7 Mobile)	1 day	Tue 11/9/04	Tue 11/9/04	

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
339	Buckeye Valley FD (9 Portable, 5 Mobile)	1 day	Wed 11/10/04	Wed 11/10/04	
340	Chandler FD (75 Portable, 20 Mobile)	3 days	Fri 11/12/04	Tue 11/16/04	
341	Daisy Mountain FD (20 Portable, 15 Mobile)	1 day	Wed 11/17/04	Wed 11/17/04	
342	El Mirage FD (13 Portable, 7 Mobile)	1 day	Thu 11/18/04	Thu 11/18/04	
343	Glendale FD - Program Only (132 Portable, 42 Mobile)	7 days	Fri 11/19/04	Wed 12/1/04	
344	Good Year FD (70 Portable, 16 Mobile)	3 days	Thu 12/2/04	Mon 12/6/04	
345	Guadalupe FD (8 Portable, 5 Mobile)	1 day	Tue 12/7/04	Tue 12/7/04	
346	Laveen FD (7 Portable, 4 Mobile)	1 day	Wed 12/8/04	Wed 12/8/04	
347	Peoria FD - Program Only (67 Portable, 20 Mobile)	3 days	Thu 12/9/04	Mon 12/13/04	
348	Sun City FD (33 Portable, 19 Mobile)	2 days	Tue 12/14/04	Wed 12/15/04	
349	Sun City West FD (33 Portable, 15 Mobile)	2 days	Thu 12/16/04	Fri 12/17/04	
350	Sun Lakes FD (21 Portable, 9 Mobile)	1 day	Mon 12/20/04	Mon 12/20/04	
351	Surprise FD (30 Portable, 15 Mobile)	2 days	Tue 12/21/04	Wed 12/22/04	
352	Tempe FD (130 Portable, 30 Mobile)	6 days	Mon 12/27/04	Tue 1/4/05	
353	Tolleson FD (12 Portable, 6 Mobile)	1 day	Wed 1/5/05	Wed 1/5/05	
354	Other Fire Department Radio Programming Completed	0 days	Wed 1/5/05	Wed 1/5/05	
355	<b>Install Radios</b>	<b>115 days</b>	<b>Wed 4/13/05</b>	<b>Fri 9/23/05</b>	<b>G Plitz</b>
356	Avondale FD	13 days	Wed 4/13/05	Fri 4/29/05	G Plitz
357	Chandler FD	10 days	Mon 5/2/05	Fri 5/13/05	G Plitz
358	Daisy Mtn FD	7 days	Mon 5/16/05	Tue 5/24/05	G Plitz




**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID		Task Name	Duration	Start	Finish	Resource Names
359		El Mirage FD	4 days	Wed 5/25/05	Tue 5/31/05	G Plitz
360		Glendale FD (Radio Programming Only)	21 days	Wed 6/1/05	Wed 6/29/05	G Plitz
361		Goodyear FD	8 days	Thu 6/30/05	Tue 7/12/05	G Plitz
362		Guadalupe FD	3 days	Wed 7/13/05	Fri 7/15/05	G Plitz
363		Laveen FD	2 days	Mon 7/18/05	Tue 7/19/05	G Plitz
364		Peoria FD (Radio programming only.)	10 days	Wed 7/20/05	Tue 8/2/05	G Plitz
365		Sun City FD	10 days	Wed 8/3/05	Tue 8/16/05	G Plitz
366		Sun City West FD	10 days	Wed 8/17/05	Tue 8/30/05	G Plitz
367		Sun Lakes FD	5 days	Wed 8/31/05	Wed 9/7/05	G Plitz
368		Surprise FD	8 days	Thu 9/8/05	Mon 9/19/05	G Plitz
369		Tempe FD (Radio programming only.)	1 day	Tue 9/20/05	Tue 9/20/05	G Plitz
370		Tolleson FD	3 days	Wed 9/21/05	Fri 9/23/05	G Plitz
371		<b>Aviation Department Transition (Tentative Schedule has not been approved) (450 P, 60 M)</b>	<b>30 days</b>	<b>Thu 1/6/05</b>	<b>Thu 2/17/05</b>	
372		Program Radios for Aviation Department (450 Portable, 60 Mobile)	20 days	Thu 1/6/05	Thu 2/3/05	
373		Install 19 Mobile Radios for Aviation Department	10 days	Fri 2/4/05	Thu 2/17/05	
374		<b>Transition of Sky Harbor PD Units ( 89 P, 19 M)</b>	<b>6 days</b>	<b>Fri 2/4/05</b>	<b>Fri 2/11/05</b>	<b>I.T.D. Radio Shop,Ken Du BOIS,Carol Campbell,Joan Olson,Site Equipment</b>
375		Program 108 radios for transition of Sky Harbor PD Units	4 days	Fri 2/4/05	Wed 2/9/05	I.T.D. Radio Shop
376		Install 19 mobile radio swaps (handled by Air Port Tech.) for transition of Sky Harbor PD Units	2 days	Thu 2/10/05	Fri 2/11/05	Sky Harbor Technicians,Ken Du BOIS,Joan Olson,Site Equipment Coordinators
377		<b>Municipal Departments Transtions (Tentative Schedule has not been approved)</b>	<b>129 days</b>	<b>Thu 2/10/05</b>	<b>Thu 8/11/05</b>	
378		<b>Civic Plaza Transition (220 Portables)</b>	<b>10 days</b>	<b>Thu 2/10/05</b>	<b>Wed 2/23/05</b>	

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID	Task Name	Duration	Start	Finish	Resource Names
379	Program Radios for Civic Plaza (220 Portable)	10 days	Thu 2/10/05	Wed 2/23/05	
380	<b>Streets Department Transition (234 Portables, 325 Mobiles, 138 Chargers)</b>	<b>40 days</b>	<b>Thu 2/24/05</b>	<b>Wed 4/20/05</b>	
381	Program Radios for Streets Department (234 Portable, 325 Mobile)	20 days	Thu 2/24/05	Wed 3/23/05	
382	Vehicle Installs for Streets Department (325 Mobile, 138 Vehicle Chgrs)	20 days	Thu 3/24/05	Wed 4/20/05	
383	<b>Parks Department Transition (300 Portables, 294 Mobiles, 253 Chargers)</b>	<b>43 days</b>	<b>Thu 3/24/05</b>	<b>Mon 5/23/05</b>	
384	Program Radios for Parks Department (300 Portable, 294 Mobile)	20 days	Thu 3/24/05	Wed 4/20/05	
385	Vehicle Installs for Parks Department (294 Mobile, 253 Vehicle Chgrs)	23 days	Thu 4/21/05	Mon 5/23/05	
386	<b>Public Works Department Transition (154 Portables, 355 Mobiles, 19 Chargers)</b>	<b>34 days</b>	<b>Thu 4/21/05</b>	<b>Wed 6/8/05</b>	
387	Program Radios for Public Works Department (154 Portables, 355 Mobiles)	18 days	Thu 4/21/05	Mon 5/16/05	
388	Vehicle Installs for Public Works Department (355 Mobiles, 19 Vehicle Chgrs)	16 days	Tue 5/17/05	Wed 6/8/05	
389	<b>Water Department Transition (515 Portables, 564 Mobiles, 19 Chargers)</b>	<b>61 days</b>	<b>Tue 5/17/05</b>	<b>Thu 8/11/05</b>	
390	Program Radios for Water Department (515 Portable, 564 Mobile)	36 days	Tue 5/17/05	Thu 7/7/05	
391	Vehicle Installs for Water Department (564 Mobile, 19 Vehicle Chargers)	25 days	Fri 7/8/05	Thu 8/11/05	
392	<b>Municipal Courts Transition (17 Portables)</b>	<b>1 day</b>	<b>Fri 7/8/05</b>	<b>Fri 7/8/05</b>	
393	Program Radios Municipal Courts (17 Portable)	1 day	Fri 7/8/05	Fri 7/8/05	
394	<b>Housing Department Transition (17 Portables, 4 Mobiles)</b>	<b>2 days</b>	<b>Mon 7/11/05</b>	<b>Tue 7/12/05</b>	
395	Program Radios for Housing Department (17 Portable, 4 Mobile)	1 day	Mon 7/11/05	Mon 7/11/05	
396	Vehicle Installs for Housing Department (4 Mobile)	1 day	Tue 7/12/05	Tue 7/12/05	
397	<b>Human Services Department Transition (3 Portables, 43 Mobiles, 1 Charger)</b>	<b>4 days</b>	<b>Tue 7/12/05</b>	<b>Fri 7/15/05</b>	
398	Program Radios for Human Services Department (3 Portable, 43 Mobile)	2 days	Tue 7/12/05	Wed 7/13/05	

**PRWN Consolidated Schedule 2003-04-24**  
**Printed Thu 4/24/03 3:00 PM**

ID		Task Name	Duration	Start	Finish	Resource Names
399		Vehicle Installs for Human Services Department (43 Mobile, 1 Vehicle Charger)	2 days	Thu 7/14/05	Fri 7/15/05	
400		<b>Developmental Services Department Transition (96 Mobiles)</b>	<b>8 days</b>	<b>Thu 7/14/05</b>	<b>Mon 7/25/05</b>	
401		Program Radios for Developmental Services Department (96 Mobile Radios)	3 days	Thu 7/14/05	Mon 7/18/05	
402		Vehicle Installs for Developmental Services Department (96 Mobile Radios)	5 days	Tue 7/19/05	Mon 7/25/05	
403		Radio Programming Completed	0 days	Mon 7/18/05	Mon 7/18/05	
404		Radio Installations Completed	0 days	Mon 7/25/05	Mon 7/25/05	

## **EXHIBIT F**

### **List of Categories Awarded to Motorola**

<b>Category</b>	<b>Description</b>
1	Top Line Trunk Mount Mobile Radio
3	Mid Line Trunk Mount Mobile Radio
4	Top Line Dash Mount Mobile Radio
6	Mid Line Dash Mount Mobile Radio
8	Top Line Dual Band Personal/Portable Radio
9	Mid Line Personal/Portable Radio
15	Top-Line Desktop Control Station Radio

**Exhibit G**  
**Cooperative Use Agencies**

Apache Junction Fire District  
Buckeye Valley Fire District  
City of Apache Junction (Fire)  
City of Avondale (Fire)  
City of Chandler (Fire)  
City of El Mirage (Fire)  
City of Glendale (Fire)  
City of Goodyear (Fire)  
City of Mesa  
City of Peoria (Fire)  
City of Phoenix  
City of Surprise (Fire)

City of Tempe (Fire)  
City of Tolleson (Fire)  
Daisy Mountain Fire District  
Laveen Fire District  
Sun City Fire District  
Sun City West Fire District  
Sun Lakes Fire District  
Town of Buckeye (Fire)  
Town of Gilbert  
Town of Guadalupe (Fire)  
Town of Youngtown (Fire)

## **EXHIBIT A**

### **Software License Agreement**

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") and the City of Phoenix, Arizona ("Licensee"), hereby enter into this Software License Agreement ("Agreement") effective this second day of June, 2003 (the "Effective Date").

For good and valuable consideration, the parties agree as follows:

#### **Section 1 SCOPE**

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. All such software that is owned by Motorola is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license, and Licensee may use, the Software and Documentation.

#### **Section 2 GRANT OF LICENSE**

Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

#### **Section 3 LIMITATIONS ON USE**

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

#### **Section 4 OWNERSHIP AND TITLE**

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

#### **Section 5 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not be disclosed to others. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

#### **Section 6 LIMITED WARRANTY**

6.1. The warranty period for the Software will commence upon shipment and will continue for one (1) year unless Licensor has agreed to a different warranty period in a separate agreement that has been mutually executed by Licensor and Licensee, in which case the warranty period will be as stated in such agreement subject to the remainder of this Section 6.1. For Software that is application software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that materially and adversely affects the Product. As used in this section, the term "used properly" means used in accordance with the Product's operation manuals and the written information on the Product's operation as provided by Motorola through formal training programs; the term "material" means a defect which is not cosmetic or a mere nuisance; and the term "adverse" means detrimental, harmful, or unfavorable. In interpreting these terms, the parties shall use a reasonable, objective standard. No defect shall be classified as non-reproducible due to the inability of Licensee to reproduce the defect as a consequence of the inoperability of the Product. Whether such defect exists will be determined solely with reference to the Documentation. For Software involving radio frequency systems and Products, the primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication; and the primary functionality of a data communication system is point-to-point data transmission. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.

Motorola warrants that services and Products provided under this Agreement will perform according to the specifications and requirements set forth in Motorola's proposal (Exhibit C). Motorola warrants that Motorola is fully aware of the requirements set forth in the RFP as modified by Motorola's response and the intended use of the Products to be provided by Motorola to the extent that they are described in the RFP and Motorola's response.

6.3. Before the expiration of the warranty period, Licensee must notify Licensor in writing if the Software does not conform to these warranties. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defective Software or replace it with the same or equivalent software. If Motorola, despite its reasonable efforts, is unable to repair or replace the Software, Motorola will refund the price of the Product in which the Software is embedded. Such action will be the full extent of Licensor's liability hereunder and Licensee's sole remedy for a breach of this warranty. Repaired or replaced Software is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Licensor.

6.4. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS; THEREFORE, IT IS NOT COVERED BY THE UNIFORM COMMERCIAL CODE.

## **Section 7      LIMITATION OF LIABILITY**

EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, LICENSOR'S TOTAL LIABILITY, REGARDLESS OF WHEN THE CLAIM OR ACTION FOR DAMAGES ARISES OR WHETHER THE CLAIM OR DAMAGES IS FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO LICENSEE'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE CONTRACT PRICE AS THAT TERM IS DEFINED IN THE COMMUNICATIONS PRODUCTS AGREEMENT. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY LICENSOR PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **Section 8      TRANSFERS**

If Licensee transfers ownership of Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those Products; provided that (a) Licensee transfers all copies of such Software and the related Documentation to the new owner; and (b) Licensor receives a transfer form to be provided by Licensor upon request, completed and signed by the new owner. Otherwise, Licensee may not transfer or make available any Motorola Software to any third party.



## **Section 9      TERM AND TERMINATION**

Licensee's right to use the Software will begin on the Effective Date and will continue in perpetuity. If a party fails to perform or otherwise breaches a material obligation under this Agreement, the other party may consider the non-performing party to be in default, unless a Force Majeure causes such failure. If the performing party asserts a default, it will give the non-performing party written and detailed notice of the default; and the non-performing party will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to the performing party. If the non-performing party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the performing party's approval of the plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. Upon termination, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief without proving damages and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee. If a termination by Licensee for cause is later determined to have been wrongful or improper for any reason, such termination shall, at performing party's option, be deemed to be converted to a termination for convenience.

## **Section 10      NOTICES**

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile if it is confirmed within ten (10) days of its transmission by mailing a duplicate of such communication, and shall be effective upon receipt. Change of address must be in writing to the other party.

If intended for Licensee:

CITY OF PHOENIX  
INFORMATION TECHNOLOGY DEPARTMENT  
ATTN: Alice Stallings  
251 West Washington Street, 6<sup>th</sup> Floor  
Phoenix, AZ 85003

Telephone: (602) 261-8481  
FAX: (602) 534-4119  
E-Mail: [alice.stallings@phoenix.gov](mailto:alice.stallings@phoenix.gov)

If intended for Licensor:

MOTOROLA, INC.  
ATTN: Contracts Department  
6450 Sequence Drive  
San Diego, CA. 92121

Telephone: (858)404-4355  
FAX: (858) 404-2594  
E-Mail: [Robert.self@motorola.com](mailto:Robert.self@motorola.com)

## **Section 11      UNITED STATES GOVERNMENT LICENSING PROVISIONS**

In the event that the Licensee is the United States Government or a United States Government agency, then the provisions of this section also apply. Use, duplication or disclosure of the Software and associated documentation under Licensor's copyrights and/or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of Software and associated documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and associated documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and

conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to the Licensee under the aforementioned provisions of the FAR or DFARS, as applicable to the particular procuring agency and procurement transaction.

## **Section 12      GENERAL**

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. **COMPLIANCE WITH LAWS.** Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. **WAIVERS.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

12.4. **ASSIGNMENTS.** Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.5. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

12.6. **GOVERNING LAW.** This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State of Arizona.

12.7. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

12.8. **INDEPENDENT CONTRACTOR'S STATUS.** It is understood and agreed by the parties that Licensor is, and will remain, an independent contractor under this Agreement. Licensor will be liable to Licensee for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

12.9. **INDEMNIFICATION.** Licensor agrees to indemnify, defend, save and hold harmless Licensee, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Licensor or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party

in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense. This section will survive the termination of this agreement for any reason.

**12.10. FISCAL YEAR CLAUSE.** The parties herein recognize that the continuation of this Agreement after the close of Licensee's fiscal year, which ends on June 30 each year, will be subject to the approval of the budget of Licensee providing an appropriation covering this item as an expenditure therein. Licensee does not represent that such budget item will be actually adopted, said determination being that of the Phoenix City Council at the time of the adoption of the budget.

**12.11. CONFLICTS OF INTEREST.** The parties acknowledge this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**12.12. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION.** Licensors will defend, at its own expense, any suit brought against Licensee, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Motorola Software which is licensed to Licensee pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Software infringes the trademark, trade secret, or other intellectual property rights of another. Licensors will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Licensors must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Licensors will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Licensee shall cooperate with Licensors in its conduct of the defense of the claim by providing Licensors reasonable authority, information, and assistance. Should the Software which is licensed to Licensee pursuant to this Agreement become, or in Licensors' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Licensee will permit Licensors, at its option and expense, to either procure for Licensee the right to continue using the Software which is licensed to Licensee pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Licensors is, despite its reasonable efforts, unable to procure for Licensee the right to continue use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Licensors will grant Licensee a refund for the Product which is licensed to Customer pursuant to this Agreement as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Licensors will have no liability with respect to any Infringement Claim that is based upon the combination of the Software furnished hereunder with software, apparatus or devices not furnished by Licensors, or upon the use of ancillary equipment or software not furnished by Licensors which is attached to or used in connection with the Software. The foregoing states the entire liability of Licensors with respect to Infringement Claims by the Software or any parts thereof. This section will survive the termination of this agreement for any reason.

**12.13. NON-DISCRIMINATION.** Licensors will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Licensors will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.

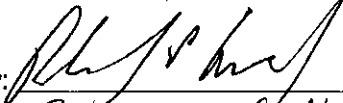
Licensors further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Licensors' performance under this Agreement.

12.14. CONTINUATION DURING DISPUTES. The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party will continue to perform its obligations during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court.


12.15. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA). Licensor understands and acknowledges the applicability of IRCA to it. Licensor agrees to comply with IRCA in performing under this Agreement and agrees to permit Licensee to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

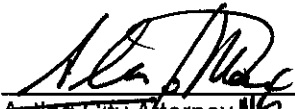
MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial  
Solutions Sector, North America Group

By:   
Richard P. Neal  
Title: Vice President + General Mgr  
MOTOROLA, INC.  
Date: June 3, 2003


CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

By:   
Danny W. Murphy  
Chief Information Officer  
Date: 6/5/03


Approved as to form:

By:   
Acting City Attorney

Attest:

By:   
City Clerk

2003 JUN -5 AM 10:56

CITY CLERK 

## **EXHIBIT B**

### **Quantity Purchase Agreement**

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola") and the City of Phoenix, Arizona ("Customer"), hereby enter into this Quantity Purchase Agreement ("Agreement") effective this 2nd day of June, 2003 (the "Effective Date").

For good and valuable consideration, the parties agree as follows:

#### **Section 1 Attachments**

The Attachments listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over the Attachments and any inconsistency between the Attachments will be resolved in the order in which they are listed below.

Attachment A: Current distribution of product by category to be purchased under this Quantity Purchase Agreement

Attachment B: Service Plan

Attachment C: Encrypted Service Plan (ESP)

#### **Section 2 Definitions**

Capitalized terms used in this Agreement shall have the same meanings as those provided in the Section 2, Definitions, of the Communications Products Agreement.

#### **Section 3 Scope of Agreement and Term**

3.1 SCOPE OF AGREEMENT. Motorola will provide special pricing and allowances as specified in its Special Offer Program (excluding trade-in and programming) for the minimum of 9000 units purchased under this Quantity Purchase Agreement. Current contract value is established in Attachment A.

3.1.1 The Special Offer Program includes, at no additional cost:

3.1.1.1 Discounted prices as detailed in Exhibit C, Attachment A, Price Sheets.

3.1.1.2 Service Plan as detailed in Attachment B.

3.1.1.3 Encrypted Service Plan as detailed in Attachment C.

3.1.1.4 Ruggedized portable radios as detailed in Exhibit C, Attachment E.

3.1.1.5 Spare batteries as detailed in Exhibit C, Attachment E.

3.1.1.6 Software support.

3.1.1.7 Freight costs to ship Equipment to the repair depot.

- 3.1.2 Initial software support for the units will be provided pursuant to the terms and conditions of the Enhanced System Support (ESS) Plan previously agreed to by the parties in City of Phoenix Agreement No. 92483. The ESS plan will commence upon infrastructure system acceptance. The ESS services for the subscriber units shipped during the term of the ESS plan shall continue until the expiration of the system ESS Period (one year after infrastructure system acceptance).

Upon expiration of the ESS, and at no additional cost, the Software Subscription Agreement coverage will commence and will continue for two (2) years beyond the City of Phoenix Regional Wireless Network (PRWN) and City of Mesa Trunked Open Arizona Network (TOPAZ) infrastructure ESS Plan, contingent upon the City of Phoenix and the City of Mesa contracting for continuing infrastructure Software Subscription coverage for that additional term. Software Subscription Agreement coverage expires for all units two (2) years from the expiration of the ESS or three (3) years from date of shipment, whichever occurs first.

Software Subscription coverage will apply to those units operating on the PRWN or TOPAZ infrastructure regardless of agency. The Software Subscription does not apply to units purchased for use on systems other than the PRWN or TOPAZ.

- 3.1.3 Other Categories: All categories of subscriber units awarded to Motorola, including other units as outlined in Section 3.4 of the Communications Products Agreement (Technology Upgrades), are eligible for purchase under this Agreement at the time of award and can be counted toward the 9,000 quantity.
- 3.1.4 The failure of Phoenix, in conjunction with the other Cooperative Use Agencies, to purchase 9,000 or more radio units, shall not constitute a default or breach of this Quantity Purchase Agreement. In the event of such failure, pricing will revert to the quantity price schedule as detailed in Exhibit C, Attachment E, Price Sheets, providing unit prices based on quantities purchased per category. Phoenix will be invoiced for the price difference for all units delivered to Phoenix under this Agreement.
- 3.2 TERM. Contract Release Orders or purchase orders (or similar purchasing documents) must be received within two (2) years of the Effective Date and must have a requested ship date within three (3) years from the Effective Date.

## **Section 4 General**

- 4.1 COMPLIANCE WITH LAWS. Customer will comply with all applicable laws and regulations, including export laws and regulations of the United States. Customer will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Motorola.

- 4.2 **WAIVERS.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 4.3 **ASSIGNMENTS.** Motorola may assign any of its rights or subcontract any of its obligations under this Agreement without prior notice to or consent of Customer.
- 4.5 **GOVERNING LAW.** This Agreement will be governed and construed according to the laws of the State of Arizona.
- 4.6 **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- 4.7 **INDEPENDENT CONTRACTOR'S STATUS.** It is understood and agreed by the parties that Motorola is, and will remain, an independent contractor under this Agreement. Motorola will be liable to Customer for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
- 4.8 **INDEMNIFICATION.** Motorola agrees to indemnify, defend, save and hold harmless Customer, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent or willful acts or omissions of Motorola or its employees, agents, representatives, volunteers or subcontractors; such indemnity does not cover the negligence or willful acts or omissions of any indemnified party; and if a third party alleges joint negligence, each party is liable only for the amount of damages allocated to that party in direct proportion to that party's percentage of fault, as apportioned by a court, and their respective attorneys' fees and costs of defense. This section shall survive the termination of this Agreement for any reason.
- 4.9 **CONFLICTS OF INTEREST.** The parties acknowledge this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 4.10 **PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION.** Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and

assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

- 4.11 **NON-DISCRIMINATION.** Motorola will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Motorola will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.

Motorola further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Motorola's performance under this Agreement.

- 4.12 **CONTINUATION DURING DISPUTES.** The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Agreement, each party will continue to perform its obligations during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court.
- 4.13 **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA).** Motorola understands and acknowledges the applicability of IRCA to it. Motorola agrees to comply with IRCA in performing under this Agreement and agrees to permit Customer to inspect relevant personnel records for the limited purpose of verifying compliance with IRCA.
- 4.14 **LIMITATION OF LIABILITY.** EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, REGARDLESS OF WHEN

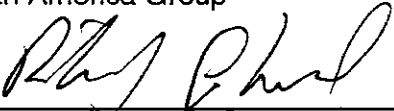


THE CLAIM OR ACTION FOR DAMAGES ARISES AND WHETHER THE CLAIM OR ACTION IS FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED CONTRACT PRICE. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

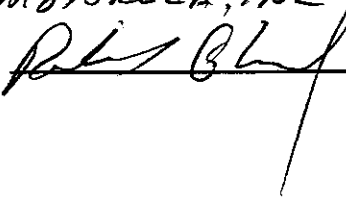
- 4.15 **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of the Effective Date.


MOTOROLA, INC.  
A Delaware corporation,  
Commercial, Government, and Industrial Solutions Sector,  
North America Group

By:   
Richard P. Neal

Title: Vice President + General Mgr.  
MOTOROLA, INC.

Date:  June 3, 2003

CITY OF PHOENIX  
A municipal corporation,  
Frank Fairbanks, City Manager

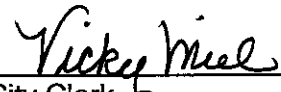

By:   
Danny W. Murphy  
Chief Information Officer

Date: 6/5/03

Approved as to form:

By:   
Acting City Attorney 

Attest:

By:   
City Clerk 

2003 JUN -5 AM 10:56

CITY CLERK DEPT.



**Attachment A**

**Current distribution of product by category to be purchased under this Agreement,  
not to fall below 9,000 from all eligible agencies.**

<b>Qty</b>	<b>Categories (subject to award)</b>	<b>Description</b>	<b>Lowest Bid Price</b>	<b>Extended</b>
7,000	1,4,8,15	High Tier Mobile and Portable and Control Station Categories	\$3,597.00	\$ 25,179,000.00
2,000	3,6,9	Mid and Low Tier Mobiles or Portables	\$2,306.00	\$ 4,512,000.00
		Accessories & Miscellaneous		\$ 309,000.00

## **Attachment B Service Plan**

### **Description of Service**

The service plan is available in addition to Motorola's warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. Service performed under this plan consists of repair or replacement of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated Motorola facility. This plan is extended by Motorola, Inc. ("Motorola") to the City of Phoenix, City of Mesa, and Cooperative Use Agencies ("Customer") only. This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

### **Equipment Covered**

Subscriber equipment includes portables, mobiles and consolettes such as, but not limited to, the Astro Spectra Plus, XTS2500, and XTS5000. In addition, two-way subscriber standard palm microphones and single mobile control heads are covered provided that they are required for normal operation of the equipment and are included at the point of manufacture.

### **Equipment Excluded**

Excluded equipment includes: encryption; analog voice secure board (manufactured by Transcrypt); custom or special products; belt clips; optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas; power supplies; and Motorola Software. Equipment whose serial number has been removed or made illegible and will not power up is also excluded.

### **Duration of Coverage**

The plan will provide four (4) years of coverage beyond the one (1) year warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. The term of coverage begins on the first day after said warranty expires.

## Services Provided

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, Motorola, at its option, will either repair or replace the equipment at a designated Motorola service facility, as listed in the service manual. Such action on the part of Motorola shall be the full extent of Motorola's liability under the plan.

Under this plan, repair includes:

- A) Testing and restoring the equipment to Motorola factory specifications. Restoration, at Motorola's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, boards or equipment are covered for the remaining time period of the plan. All replaced parts, boards or equipment shall become the property of Motorola and will not be returned to the Customer.
- B) Reprogramming equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette or DC-ROM. If the Customer template is not retrievable, a generic template utilizing the latest Radio Service Software (RSS)/Customer Programming Software (CPS) version for that equipment will be used.
- C) Cleaning of external housing of the equipment.

Motorola will pay the inbound shipping charges only if the Customer uses the Motorola designated delivery service. The designated delivery service for the Radio Support Center is UPS Collect. For delivery service options for the Federal Technical Center call 1-800-969-6680. Motorola will pay for outbound shipping via Motorola's normal shipping methods.

## Excluded Services

This plan does not cover defects, malfunctions, performance failures or damages to the unit resulting from:

- A) Use in other than its normal and customary manner
- B) Misuse, vandalism, accident, acts of God, or neglect
- C) Defects or damage due to physical, chemical or liquid damage; or
- D) Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration or repair.

This plan also excludes:

- A) Radio frequency coverage or range over which the equipment will transmit and receive signals.

- B) Upgrades and reprogramming.
- C) Local services, annual maintenance, and other preventative maintenance required for maintaining normal operation of the equipment.
- D) Scratches or cosmetic damage to equipment surfaces that does not affect operation.
- E) Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments.

## **Requesting Service**

Customer must complete the repair request form for the designated Motorola service facility and include a copy in the box with the equipment sent for repair. The repair request form is available on-line at <https://businessonline.motorola.com> or upon request by calling a Motorola customer service representative at 1-800-227-6772. Federal government customers should call 1-800-969-6680.

Mobile control heads or accessory items sent in must reference the serial number of the main unit. If desired, Customer may supply Motorola with a 3.5" diskette or CD-ROM backup with the software template or programming in order to assist in returning the equipment to original operating parameters. This step must be completed for equipment that will not power up. If applicable, record the current flashcode for each radio. If Motorola must utilize a generic template to restore equipment to operating condition, Customer is responsible for any programming required to restore equipment to desired parameters.

## **Cancellation**

The plan is non-cancelable.

## **General Provisions**

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED REGARDING EXPRESS SERVICE PLUS, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability**

LIMITATION OF LIABILITY. EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE THEN CURRENT PUBLISHED PRICE OF TWELVE (12) MONTHS OF SERVICES FOR THE PARTICULAR EQUIPMENT COVERED BY THIS SERVICE PLAN. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES,

THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **Patent and Copyright Infringement Indemnification**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

## **Customer Support**

For questions such as equipment covered or duration of coverage available, please contact your account representative or Motorola at 1-800-227-6772.



## **Attachment C**

### **Encrypted Service Plan**

#### **Description of Service**

The service plan is available in addition to Motorola's warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. Service performed under this plan consists of repair or replacement of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated Motorola facility. This plan is extended by Motorola, Inc. ("Motorola") to the City of Phoenix, City of Mesa, and Cooperative Use Agencies ("Customer") only. This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

#### **Equipment Covered**

Subscriber equipment includes portables, mobiles and consolettes such as, but not limited to, the Astro Spectra Plus and XTS5000. The Service Plan also includes DES, DES-XL, DES-OFB, DVP, DVP-XL, AES, and ADP encryption. In addition, two-way subscriber standard palm microphones and single mobile control heads are covered provided that they are required for normal operation of the equipment and are included at the point of manufacture.

#### **Equipment Excluded**

Excluded equipment includes: analog voice secure boards (manufactured by Transcrypt); custom or special products; belt clips; optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas; power supplies; and Motorola Software. Equipment whose serial number has been removed or made illegible and will not power up is also excluded.

#### **Duration of Coverage**

The plan will provide four (4) years of coverage beyond the one (1) year warranty as provided in Section 8 of City of Phoenix Agreement No. P-7288-05. The term of coverage begins on the first day after said warranty expires.

## Services Provided

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, Motorola, at its option, will either repair or replace the equipment at a designated Motorola service facility, as listed in the service manual. Such action on the part of Motorola shall be the full extent of Motorola's liability under the plan.

Under this plan, repair includes:

- A) Testing and restoring the equipment to Motorola factory specifications. Restoration, at Motorola's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, boards or equipment are covered for the remaining time period of the plan. All replaced parts, boards or equipment shall become the property of Motorola and will not be returned to the Customer.
- B) Reprogramming equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette or CD-ROM. If the Customer template is not retrievable, a generic template utilizing the latest Radio Service Software (RSS)/Customer Programming Software (CPS) version for that equipment will be used.
- C) Cleaning of external housing of the equipment.

Motorola will pay the inbound shipping charges only if the Customer uses the Motorola designated delivery service. The designated delivery service for the Radio Support Center is UPS Collect. For delivery service options for the Federal Technical Center call 1-800-969-6680. Motorola will pay for outbound shipping via Motorola's normal shipping methods.

## Excluded Services

This plan does not cover defects, malfunctions, performance failures or damages to the unit resulting from:

- A) Use in other than its normal and customary manner
- B) Misuse, vandalism, accident, acts of God, or neglect
- C) Defects or damage due to physical, chemical or liquid damage; or
- D) Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration or repair

This plan also excludes:

- A) Radio frequency coverage or range over which the equipment will transmit and receive signals.

- B) Upgrades and reprogramming.
- C) Local services, annual maintenance, and other preventative maintenance required for maintaining normal operation of the equipment.
- D) Scratches or cosmetic damage to equipment surfaces that does not affect operation.
- E) Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments

## **Requesting Service**

Customer must complete the repair request form for the designated Motorola service facility and include a copy in the box with the equipment sent for repair. The repair request form is available on-line at <https://businessonline.motorola.com> or upon request by calling a Motorola customer service representative at 1-800-227-6772. Federal government customers should call 1-800-969-6680.

Mobile control heads or accessory items sent in must reference the serial number of the main unit. If desired, Customer may supply Motorola with a 3.5 diskette or CD-ROM backup with the software template or programming in order to assist in returning the equipment to original operating parameters. This step must be completed for equipment that will not power up. If applicable, record the current flashcode for each radio. If Motorola must utilize a generic template to restore equipment to operating condition, Customer is responsible for any programming required to restore equipment to desired parameters.

## **Cancellation**

The plan is non-cancelable.

## **General Provisions**

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED REGARDING EXPRESS SERVICE PLUS, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitation of Liability**

LIMITATION OF LIABILITY. EXCEPT FOR (1) PERSONAL INJURY OR DEATH, (2) DAMAGE TO OR LOSS OF TANGIBLE PERSONAL PROPERTY, OR (3) INFRINGEMENT CLAIMS, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO CUSTOMER'S ACTUAL DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE THEN CURRENT PUBLISHED PRICE OF TWELVE (12) MONTHS OF SERVICES FOR THE PARTICULAR EQUIPMENT COVERED BY THIS SERVICE PLAN. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES,

THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THE TYPES OF DAMAGES DESCRIBED IN EXCEPTIONS (1) THROUGH (3) ABOVE SHALL NOT BE DEEMED TO BE "SPECIAL," "INCIDENTAL," "INDIRECT," OR "CONSEQUENTIAL." NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT AFTER THE APPLICABLE STATUTE OF LIMITATIONS OR MORE THAN FOUR (4) YEARS AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, WHICHEVER OCCURS FIRST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **General Terms**

A) If any court renders any portion of this plan unenforceable, the remaining terms will continue in full force and effect. B) This plan and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois. C) Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D) Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control. E) These terms and conditions may not be altered, amended, or modified. F) Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements or other writings.

## **Patent and Copyright Infringement Indemnification**

Motorola will defend, at its own expense, any suit brought against Customer, its departments, officers and employees ("Indemnified Parties") to the extent that it is based on a claim that the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement infringes a United States patent or copyright or is based on a claim that the Equipment or Motorola Software infringes the trademark, trade secret, or other intellectual property rights of another. Motorola will pay those costs and damages finally awarded against the Indemnified Parties in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by the Indemnified Party(ies) of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) Customer shall cooperate with Motorola in its conduct of the defense of the claim by providing Motorola reasonable authority, information, and assistance. Should the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement become, or in Motorola's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or the trademark, trade secrets, or other intellectual property rights of another, Customer will permit Motorola, at its option and expense, to either procure for Customer the right to continue using the Equipment or Motorola Software which is licensed to Customer pursuant to this Agreement, or to replace or modify the same so that it becomes non-infringing. If Motorola, despite its reasonable efforts, is unable to

procure for Customer the right to continued use or to replace or modify the same so that it becomes non-infringing, or to take other corrective actions which are reasonable under the circumstances, Motorola will grant Customer a refund for the Product as depreciated and accept return of the infringing Product. The depreciation amount will be a straight-line depreciation based on a 10-year Product life. Motorola will have no liability with respect to any Infringement Claim that is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, or upon the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment or Software. The foregoing states the entire liability of Motorola with respect to Infringement Claims by the Equipment and Software or any parts thereof. This section shall survive the termination of this Agreement for any reason.

## **Customer Support**

For questions such as equipment covered or duration of coverage available, please contact your account representative or Motorola at 1-800-227-6772.